

Request for Proposal (RFP)
for
Selection of Service Provider for NCMC
Compliant Digital Tickets Solutions
for Transport Department, Government
of NCT of Delhi in
Delhi Transport Corporation
and Cluster Buses.

Through e-procurement Portal of Government of NCT of Delhi
(<https://govtprocurement.delhi.gov.in>)

Issued By



Transport Department,
Government of National Capital Territory of Delhi
5/9, Under Hill Road, Delhi- 110054

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Disclaimer

1. This Request for Proposal ('Tender') document is issued by the Transport Department, GNCTD, hereinafter referred to as the 'Purchaser'.
2. The information contained in this Tender or subsequently provided to Bidders, whether verbally, or in documentary, or any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender.
3. This Tender is not a contract and is not an offer by the Purchaser to prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bids in pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Purchaser, in relation to the project. Such assumptions, assessments, and statements do not purport to contain all the information that Bidders may require. This Tender may not be appropriate for all persons, and it is not possible for the Purchaser, its employees, or advisors to consider the objectives, technical expertise, and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this Tender and obtain independent advice from appropriate sources.
4. The Purchaser accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this Tender.
5. The Purchaser may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this Tender. The issue of this Tender does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder for this project and the Purchaser reserves the right to reject all or any of the Bids, without assigning any reason whatsoever.
6. The Purchaser or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Selected Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the implementation of the project described in this Tender, without assigning reasons thereof.
7. The Tender does not address concerns relating to diverse investment objectives, financial situation, and particular needs of each party. The Tender is not intended to provide the basis for any investment decision and each Bidder must make their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by the Purchaser to give any information or to make any representation not contained in this Tender.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid, including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the Purchaser, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.

Invitation To Bid

Tender No:

Bid End Date:

Technical Bid Opening Due Date:

Price Bid Opening Due Date: ***Will be opened after finalization of Technical Bid***

From:

Deputy Commissioner (Cluster)
Transport Department, GNCTD
5/9, Under Hill Road, Delhi - 110054

To: All Prospective Bidders

Transport Department, GNCTD, invites proposals (**'Bids'**) in response to this Request for Proposal (**'Tender'**) documents from eligible reputed, competent, and professional Information Technology companies, who meet the minimum eligibility criteria, as specified in this Tender for implementation of NCMC Compliant Digital Tickets Solution for the Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster buses.

The complete Tender document shall be published on 06.01.2023 for the purpose of downloading.

A bidder will be selected (**'Selected Bidder'**) based on the '*Bid Evaluation Methodology*' described in this Tender.

Bidders are advised to study this tender document carefully before submitting their Bids in response to this Tender notice. Submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with a full understanding of its terms, conditions and implications.

The time, date, and venue details related to the pre-bid conference and Bid submission are mentioned in the Data Sheet. Bids that are received after the Bid Submission Deadline shall not be considered.

To obtain first-hand information on the assignment, bidders are encouraged to attend the pre-bid meeting. However, attending the pre-bid meeting is optional.

Thanks and Regards,

Deputy Commissioner (Cluster),
Transport Department, GNCTD.

GOVERNMENT OF NCT OF DELHI
TRANSPORT DEPARTMENT
5/9, Under Hill Road, Delhi 110 054

Notice Inviting e-Tender

REQUEST FOR PROPOSAL (RFP) FOR
SELECTION OF SERVICE PROVIDER FOR NCMC COMPLIANT DIGITAL TICKETS
SOLUTIONS FOR TRANSPORT DEPARTMENT, GOVERNMENT OF NCT OF DELHI IN
DELHI TRANSPORT CORPORATION AND CLUSTER BUSES

Tender ID: 2023_TD_234386_1

In order to provide NCMC Compliant Digital tickets solutions in Delhi Transport Corporation and Cluster buses. Transport Department, Government of NCT of Delhi now invites competitive bidding for selection of service provider for NCMC compliant digital tickets solutions.

Transport Department, Government of NCT of Delhi wishes to seek responses to this Request for Proposal (RFP) in the form of proposal ("Proposal") through e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) from suitable business entities and other interested parties selected through an open, transparent and competitive bidding process for Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster Buses.

The Bid Document can be downloaded from the e-procurement portal of GNCTD and website of Transport Department from **06.01.2023**. The Bid Security of amount as per details given in RFP in the form of original Bank Guarantee or in the form of Demand Draft in original favoring Commissioner (Transport), Government of NCT of Delhi, payable at New Delhi shall be submitted to **Deputy Commissioner (Cluster), Room No. 208, Transport Department, GNCTD, 5/9, Under Hill Road, Delhi 110 054** so as to reach, on or before 1500 hours on **20.02.2023**. ("Proposal Due Date for submission of e-tender").

Pre-bid meeting will be held on 17.01.2023 at 2:30 PM IST, in the Conference Room of Transport Department, Government of NCT of Delhi, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054. Bidders are expected to complete their registration by 2:00 pm IST on the same day.

Deputy Commissioner (Cluster)
E-mail: dcadmntpt@gmail.com

Data Sheet

Information	Details
1. Tender issuing authority	Transport Department, Government of NCT of Delhi
2. Purpose of Tender	Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster buses.
3. Tender Issue Date	06.01.2023
4. Availability of tender documents	The tender is available and downloadable on e-tendering website https://govtprocurement.delhi.gov.in . All subsequent changes to the Tender shall be published on the above-mentioned website
5. Earnest Money Deposit ('EMD')	₹60,00,000 (Rupees Sixty Lakhs only) , in the form of a bank guarantee issued by a scheduled Indian bank, drawn in favour of "The Commissioner (Transport)" payable at New Delhi, valid for 210 (Two hundred and ten) days from the Bid Submission Deadline date, as per the format and instructions prescribed in Annexure 14.
6. Visit to Transport Department, Government of NCT of Delhi	Refer to website https://govtprocurement.delhi.gov.in
7. Clarification Submission Deadline	All the queries/clarification requests should be received on or before 13.01.2023 by 14:30 hrs, through e-mail only, as per the format and instructions prescribed in Annexure 13. Email address: dcadmntpt@gmail.com Subject line: Pre-Bid Clarifications - <Bidder's Name>
8. Date, time, and venue of pre-bid meeting	Time and date: 17.01.2023 at 14:30 hrs Location: Conference Room, Transport Department, Government of NCT of Delhi, 2 nd Floor, 5/9, Under Hill Road, Delhi – 110054.
9. Bid Submission Deadline	20.02.2023 up to 15:00 Hrs
10. EMD Submission Deadline	20.02.2023 up to 15:00 Hrs
11. Date, time, and venue of opening of Technical Bids	Date and time: 20.02.2023 at 15:30 Hrs Location: Conference Room, Transport Department, Government of NCT of Delhi, Conference Room, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054.
12. Date, time, and venue of opening of qualifying Financial Bids	Date and time: Financial Bids will be opened after finalization of Technical Bid, date and time for which shall be conveyed separately. Location: Conference Room, Transport Department, Government of NCT of Delhi, Conference Room, 2nd Floor, 5/9, Under Hill Road, Delhi – 110054.
13. Language	Bids should be submitted in English only.
14. Bid Validity Period	210 (Two hundred and ten) days from the Bid Submission Deadline.

Glossary of Terms

The definitions of various terms that have been used in this document are as follows:

1. **‘Agreement’** means the agreement to be signed between the Selected Bidder and Purchaser, including all attachments, appendices, annexures, and documents incorporated by reference thereto together with any subsequent modifications, this Tender, the bid offer, the acceptance, and all related correspondences, clarifications, and presentations.
2. **‘Bank’** means a scheduled Indian bank based in India and approved by Reserve Bank of India with whom the Separate Account is opened.
3. **‘Banking Day’** means a day on which the banks in Delhi are open for business.
4. **‘Bid’** means the entire proposal, including all its parts and sections, submitted by a Bidder in response to this Tender for implementation of the Project.
5. **‘Bid Submission Deadline’** means the date and time mentioned as ‘Bid Submission Deadline’ in the section titled Data Sheet.
6. **‘Bid Validity Period’** means the duration of time mentioned as ‘Bid Validity Period’ in the section titled Data Sheet.
7. **‘Bidder’** means the party or parties or consortium who submit Bids offering their solution(s), service(s), and / or materials for implementation of the Project as described in this Tender.
8. **‘Business Day’** shall be construed as a reference to a day, other than Sunday and other gazetted holidays, on which the Purchaser’s office is generally open for business.
9. **‘Business Hours’** means the normal working hours of the Purchaser, which means hours between 09.30 to 1800 on all Business Days, unless otherwise communicated.
10. **‘Business Support Hours’** means hours between 05.00 and 23.00 on all days, excluding any hours or any day where the Purchaser is not operating bus services.
11. **‘Card Fees’** means the NCMC card fees for a maximum of Rs. 100/- which shall be charged by the Bidder directly from the user for every NCMC card procured or issued, as the case may be, as defined in **Clause 8.1(3)**. Further, the Selected Bidder should pay the incentive to the conductors or any other person to authorize the issue of card through Direct Benefit Transfer (DBT) as a part of monthly settlement.
12. **‘Change Request’** means a communication from one Party to the other Party to make changes within the quantities, specifications, services, or Scope of Work as described in this Tender.
13. **‘Closed System PPI’** means **‘Closed System PPI’** as defined by the RBI vide Master Direction DPSS.CO. PD. No.1164/02.14.006/2017-18.
14. **‘Commercial Terms’** means the financial terms agreed between the Selected Bidder and the Purchaser, as described in **Clause 8**.
15. **‘CPI’** means the Consumer Price Index for India, as published by the CPI Authority. For the purposes of the Tender and the Agreement, the reference CPI shall be the CPI for ‘General Index (All Groups)’ for ‘All India’ region ‘Urban’ sector with the ‘Base Year’ of the CPI being the year 2023.
16. **‘CPI Authority’** means the Central Statistics Office (CSO), Ministry of Statistics and Programme Implementation, Government of India, or any other entity authorized to publish the CPI.
17. **‘Digital Payments’** means the online payments and any other payments collected by Selected Bidder on behalf of the Purchaser, such as but not limited to online payments for mobile tickets or passes, online recharges of smart cards, etc.
18. **‘EMD’** refers to the earnest money deposit as explained in **Clause 2.3.3**.

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19. **‘Failure Incident’** refers to any event or abnormality in the functioning of the Platform that may lead to a disruption in normal operations of the Platform.
20. **‘Financial Bid’** means the financial proposal submitted by a Bidder in response to this Tender.
21. **‘Fixes’** means Product fixes such as workarounds, patches, bug fixes, beta fixes, and beta builds, and any derivatives of the foregoing, that are either released generally (such as commercial product service packs) or that are provided when performing services.
22. **‘Force Majeure’** will have the same meaning ascribed to it in **Clause 17**.
23. **‘Go Live’** means the date of launch of the Project with all required functionalities, to the satisfaction of the Purchaser, as defined in **Clause 6**.
24. **‘Implementation Phase’** means the tenure of the engagement of the Selected Bidder, including all extension periods, starting from the date of the issuance of LOA, and ending on the Go Live date.
25. **‘Lead Bidder’** means the member of a consortium who is responsible for the highest percentage share of works amongst all the members of that consortium, as calculated by ascribing a monetary value to each of the members’ share of works; where the sum of all the monetary values assigned to each member’s share of works should not exceed the Total Project Value.
26. **‘LOA’** means the letter of award issued by the Purchaser to the Selected Bidder to confirm their selection to implement Project under the terms of this Tender.
27. **‘Material Breach’** will have the same meaning ascribed to it in **Clause 12**.
28. **‘MDR’** means Merchant Discount Rate. Cost of MDR, if any, shall be borne by the bidder and the financial bid submitted by the bidder shall include the MDR cost, if any, as given in **Annexure-10**.
29. **‘Monthly Invoice Amount’** means the total amount invoiced by the Selected Bidder for the calendar month for Project.
30. **‘Monthly Fees’** means the fees due to the Selected Bidder for each calendar month of the Term, as calculated in **Clause 8.2.1**.
31. **‘MSME’** means any entity that, on the Bid Submission Deadline date, is recognized as a micro, small, or medium enterprise by the Ministry of Micro, Small, and Medium Enterprises, Government of India, and is also registered as such with the said ministry, and is able to furnish a valid proof of registration.
32. **‘NCMC’** means National Common Mobility Card issued as per guidelines issued by Reserve Bank of India (RBI). The issuance of NCMC card should be based on the authentication using Aadhar card number. Demographic data should be available from the Aadhar database which shall include name, gender, etc. in order to meet Know Your Customer (KYC) requirement as per Reserve Bank of India guidelines. Further, the validation should be based on One Time Password (OTP) generated with the registered mobile number.
33. **‘NFC’** means ‘near field communication’.
34. **‘Open System PPI’** means ‘Open System PPI’ as defined by the RBI vide Master Direction DPSS.CO. PD. No.1164/02.14.006/2017-18.
35. **‘OTA’** means ‘over the air’.
36. **‘Ownership of assets’** means all assets under the project which have been financed and deployed by the bidder, shall be of bidder at all times.
37. **‘Party’** refers to the Purchaser or the Selected Bidder individually, and **‘Parties’** refer to the Purchaser and the Selected Bidder together.
38. **‘Pass’** means NCMC based smart card issued by the bidder for daily pass or general pass issued by the bidder as per Purchaser current business rules. Pass shall mean the smart card issued by the bidder to the

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user (male/female) passenger which shall be in different colour for male and female. The smart card issued to the female passengers shall be preferably Pink in colour. Demographic data should be available from the Aadhar database which shall include name, gender, etc. The Concessional pass shall be issued only by Delhi Transport Corporation or Purchaser or any other agency appointed by the Purchaser.

39. **‘Per Passenger Ticket Quote’** means the amount quoted by the Selected Bidder as the ‘Per Passenger Ticket Quote’ in their Financial Bid.
40. **‘Platform’** means the entire set of software applications including the technology platform as a whole, or any of the individual software applications or components of the technology platform deployed for Project, as the context may require.
41. **‘Platform Downtime’** means accumulated time during which the Platform is totally inoperable within the Scheduled Operation Time, except under Force Majeure conditions, and is measured as the minutes elapsed from the time the Platform is detected as totally inoperable until the Platform is restored for operations.
42. **‘Platform Support Hours’** means 24 hours a day on all days.
43. **‘Pre-existing Work’** shall have the meaning ascribed to it in clause 11.3.
44. **‘Product’** means any web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed or at no charge), and any derivatives thereof which are made available to the Purchaser for license which is published by the Product’s rightful owner, or its affiliates, or a third party.
45. **‘Project’** means the project to implement an NCMC Compliant Digital Tickets Solution as described in this Tender along with its appendices, annexures, and any other documents provided or issued during the course of the selection process.
46. **‘Purchaser’ or ‘Transport Department, Government of NCT of Delhi’** means The Commissioner (Transport) acting on behalf of the President of India.
47. **‘RBI’** means the Reserve Bank of India.
48. **‘Request For Proposal’ or ‘Tender’** means this request for proposal document prepared by the Purchaser for the selection of Selected Bidder for implementing the Project.
49. **‘Requirements’** include all the documents prepared by the Purchaser for the implementation of the Project, including the Scope of Work, SLA, schedules, details, description, statements of technical data, performance characteristics, and standards (both Indian and International), as applicable and specified in this Tender.
50. **‘Scheduled Maintenance Time’** means the time that the Platform is not in operation due to a scheduled planned maintenance activity.
51. **‘Scheduled Operation Time’** means the scheduled operating hours of the Platform for the calendar month, less the Scheduled Maintenance Time for the same calendar month.
52. **‘Scope of Work’** means all the works, activities, services, and deliverables, described in clause 3 of the Tender, and any other works described in the Tender, including any works that may arise out of Change Requests during Term, that the Selected Bidder must execute to successfully implement the Project.
53. **‘Selected Bidder’** means the Bidder that is selected for implementation of Project by the Purchaser.
54. **‘Semi-closed System PPI’** means ‘Semi-closed System PPI’ as defined by the RBI vide Master Direction DPSS.CO.PD.No.1164/02.14.006/2017-18.
55. **‘Separate Account’** means the escrow / pool account set up by the Selected Bidder with the Settlement Bank for holding Digital Payments prior to settlement.

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56. **‘SLA’** means Service Level Agreements, as defined in clause 9.
57. **‘Startup’** means any entity that, on the Bid Submission Deadline date, is recognized as a startup by the Ministry of Commerce and Industry, Government of India, and is also registered as such with the said ministry, and is able to furnish a valid proof of registration.
58. **‘Technical Bid’** means the technical proposal submitted by a Bidder in response to this Tender.
59. **‘Term’** or **‘Operations and Maintenance Phase’** means the tenure of the engagement of the Selected Bidder, including all extension periods, starting from one day after the Go Live date, and ending on the last day of the engagement, as per clause 1.1(2).
60. **‘Total Project Value’** means the entire sum of money estimated to be invoiced by the Selected Bidder to the Purchaser during the entire Term, excluding any sums invoiced arising out of Change Requests during the Term.
61. **‘Valid Mobile Ticket’** means a mobile ticket and / or mobile pass and / or mobile travel plan:
- a) That has been issued correctly;
 - b) Is valid for the route and stop combination that the passenger is attempting to validate it for;
 - c) Where the smartphone of the passenger is functioning properly; and
 - d) Where the passenger has provided all required permissions to the mobile app.
62. **‘Valid Smart Card’** means a chip based smart card:
- a) which shall be only NCMC based smart card issued by the bidder for daily pass or general pass excluding concessional pass issued by the bidder as per Purchaser current business rules. Pass shall mean the smart card issued by the bidder to the user (male/female) passenger which shall be in different colour for male and female. The smart card issued to the female passengers shall be preferably Pink in colour. Demographic data should be available from the Aadhar database which shall include name, gender, etc.
 - b) That has been issued correctly;
 - c) Has a sufficient prepaid wallet balance or a valid pass or a valid travel plan for the route and stop combination that the passenger is attempting to validate it for; and
 - d) Has not been tampered with, mishandled, or damaged in any way, whether physically, electronically, or otherwise.

1 Instructions to Bidders

This clause specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. It is important that the Bidder carefully reads and examines the Tender.

1.1 General

1. The Purchaser invites Bids for the implementation of the Project as described in this Tender.
2. The Term shall be for a period of 6 (six) years from date of issuance of Go-Live certificate. The Purchaser reserves the right to extend the Term upto an additional period of 2 (two) years. All other terms and conditions of the Tender shall remain same.
3. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders may wish to consult their own legal advisers in relation to this Tender.
4. All information supplied by the Selected Bidder may be treated as contractually binding on the Bidder, after successful award of the assignment is made on the basis of this Tender.
5. No commitment of any kind, contractual, or otherwise shall exist unless and until a formal Agreement has been executed by or on behalf of the Purchaser.
6. The Purchaser may cancel this selection process at any time prior to an Agreement being executed by or on behalf of the Purchaser.
7. Bids must be received not later than the Bid Submission Deadline. Bids that are received after the Bid Submission Deadline shall not be considered in this procurement process.
8. No oral conversations or agreements with any official, agent, or employee of the Purchaser shall affect or modify any terms of this tender, and any alleged oral agreement or arrangement made by a Bidder with any agency, official, or employee of the Purchaser shall be superseded by the Agreement.
9. Neither the Bidder nor any of Bidder's representatives shall have any claims whatsoever against the Purchaser or any of their respective officials, agents, or employees arising out of or relating to this tender or these procedures (other than those arising under the Agreement in accordance with the terms thereof).
10. All Bids and accompanying documentation of the Technical Bid shall become the property of the Purchaser and shall not be returned.
11. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of the selection process, or post-selection, in order to secure their selection or in furtherance to secure it.
12. The purchaser reserves the right to exercise the option clause to increase/decrease the bill of materials (quantity) upto 25% at its sole discretion at any time during the project.
13. The estimated project asset cost is Rs. 29 Crore (software and hardware etc.) for implementation in 8,800 buses in Delhi Transport Corporation and Cluster buses. A separate agreement for buses operating under Delhi Transport Corporation shall be signed by Delhi Transport Corporation and for cluster buses by Transport Department, GNCTD. The break-up of estimated project cost is given in Annexure-1.

1.2 Eligible Bidders

1. The Bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
2. The Bidder should not have any conflict of interest with any parties included in the Tender process.
3. The Bidder, or all Bidders in the case of the consortium, must submit their details in the format prescribed in Annexure 11.
4. Bids may be submitted in either of the following categories of bidders only:
 - a) Sole Bidder
 - b) Consortium

1.2.1 Sole Bidder

1. The Sole Bidder must have the capabilities to deliver the entire Scope of Work as mentioned in the Tender.
2. The Sole Bidder cannot bid as a part of any other consortium Bid under this tender.

1.2.2 Consortium

1. Bids can be submitted by a consortium of parties.
2. The roles, responsibilities, and Scope of Work shall be distributed among the consortium members in such a way that the Lead Bidder shall be responsible for delivering works worth atleast 35% of the Total Project Value.
3. The total number of consortium members cannot exceed 3 (three), including the Lead Bidder of the consortium.
4. The consortium must provide the details of formation of the consortium and the role and responsibilities of each member of the consortium, with reference to Project.
5. The consortium must execute the Consortium Agreement provided in **Annexure 12** and include the original executed agreement along with their Bid.
6. The Purchaser reserves the right to suggest role re-allocation, if it finds that the role and responsibilities allocated to each consortium member are not commensurate with the qualifications and capability of that consortium member.

1.3 Sub-Contracting

1. The Selected Bidder may use the services of a sub-contractor to leverage its specialized experience in particular fields. Sub-contracting shall be subject to the following conditions:
 - a) All sub-contracting contracts must be entered into by the Selected Bidder, or the Lead Bidder in the case of a consortium.
 - b) Sub-contracting should not dilute the responsibility and liability of the Selected Bidder.
 - c) Any changes in sub-contractors must be approved by the Purchaser prior to conclusion of any contract between the Bidder and the sub-contractor.
 - d) The Purchaser reserves its right to subject the sub-contractors to security clearances as it deems necessary.

1.4 Contacting the Purchaser

1. No Bidders shall contact the Purchaser on any matter relating to its Bid, from the time of the bid opening until the Selected Bidder is selected.
2. If a Bidder tries to influence the Purchaser or otherwise interfere in the selection process and decision, its Bid may be rejected.

1.5 Verification of Documents

1. Transport Department, GNCTD, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document. Failure of the Transport Department, GNCTD to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Transport Department, GNCTD thereunder.

1.6 Right to vary the Scope of Work

1. The Purchaser may at any time, by a written order given to the Selected Bidder, make changes within the quantities, specifications, services, or Scope of Work, as per the Change Request Process defined in **Clause 4**.

1.7 Right to Terminate the Process

1. The Purchaser may terminate the selection process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This Tender does not constitute an offer by the Purchaser. The Bidder's participation in this process may or may not result in the Purchaser selecting the Bidder for implementation of the Project.

1.8 Rejection Criteria

1. Besides other conditions and terms highlighted in the Tender, Bids may be rejected under following circumstances:
 - a) Bids not qualifying under eligibility criteria;
 - b) Bids submitted without or improper EMD fees;
 - c) Bids received through any platform other than e-tendering platform as mentioned in the Tender;
 - d) If the information provided by the Bidders is found to be incorrect, or misleading at any stage or time during the selection process;
 - e) Any effort on the part of a Bidder to influence the Purchaser's evaluation, bid comparison or selection decisions;
 - f) Bids received by the Purchaser after the last date and time for receipt of Bids as prescribed in the Data Sheet;
 - g) Bids without signature of person(s) duly authorized on the Bid;
 - h) Technical Bid containing financial details or any such hints, calculations, and / or extrapolations or records;
 - i) Revelation of prices in any form or by any reason before the opening of Financial Bids;
 - j) Failure to furnish all information required in this Tender or submission of a Bid not substantially responsive to the Tender in every respect;
 - k) Bidders not quoting for the complete Scope of Work, and any subsequent information given to the Bidders;

- l) Bidders not complying with the general terms and conditions as stated in the Tender; or
 - m) Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work, general terms and SLA of this Tender;
 - n) Bidders not complying with the provisions of Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs). Bidders shall also comply with any future amendments to GFRs issued by Govt of India.
2. If it is found that Bidders have Bid separately under different names for the Project, all such Bids shall stand rejected and the EMD and Tender fees shall be forfeited, and such Bidders shall be liable at the discretion of the Purchaser for further penal action including blacklisting.
 3. If it is found that multiple Bidders have uploaded separate Bids under different names but with common addresses, or are managed or governed by the same person/persons jointly or severally, such Bidders shall be liable for penal and legal action including blacklisting.
 4. If after selection of the Selected Bidder, it is found that the accepted Bid violated any of the directions pertaining to the participation, the Agreement shall be liable for cancellation at any time during the Term in addition to penal action including blacklisting against the Selected Bidder.

2. Bid Submission Instructions

2.1 Tender Document

1. The Bidders shall download the tender document online from <https://govtprocurement.delhi.gov.in>.
2. The downloading of the Tender shall be carried out strictly as provided on the website.

2.2 Pre-bid Meeting and Clarifications

2.2.1 Bidder Clarifications

1. Any clarification regarding the Tender and any other item related to the Project can be submitted to the Purchaser as per the submission mode and timelines mentioned in the Data Sheet.
2. Any requests for clarifications after the date and time indicated in the Data Sheet shall not be entertained by the Purchaser. However, the Purchaser reserves the right to issue clarifications even after the date and time indicated on the Data Sheet.
3. Only those clarification requests that are sent as per the instructions provided in the Data Sheet shall be considered.
4. It is necessary that the pre-bid clarification requests must be submitted in the format prescribed in **Annexure 13** and as per the instructions provided in the Data Sheet.
5. In no event will the Purchaser be responsible for ensuring that Bidders' enquiries have been received by the Purchaser.
6. The Purchaser may at its option share the answers with all the Bidders either at the Pre-bid meeting or send the clarifications to all the designated representatives of the Bidders via email. The responses to the clarifications from any Bidder will be distributed to all the Bidders. The Purchaser shall endeavour to provide responses to all clarifications. However, the Purchaser makes no representation or warranty as to

the completeness of any response, nor does the Purchaser undertake to answer all the clarifications that have been posed by the Bidders.

2.2.2 Pre-bid Meeting

The Purchaser shall hold a pre-bid meeting with the prospective Bidders as mentioned in the Data Sheet.

2.2.3 Responses to Pre-bid Clarifications

1. The Purchaser will formally respond to the pre-bid clarifications after the pre-bid meeting.
2. The Purchaser will endeavour to provide timely response to all clarifications. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Purchaser undertake to answer all the clarifications that have been posed by the Bidders.
3. At any time prior to the last date for receipt of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Tender document by issuing a corrigendum.
4. The corrigendum (if any), notifications regarding extensions (if any), and responses to clarifications from all Bidders will be posted on the e-tendering website mentioned in the Data Sheet, or emailed to all participants of the pre-bid meeting.
5. Any such corrigendum shall be deemed to be incorporated into this Tender.
6. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
7. Notifications regarding extensions, addendum (if any) and the corrigendum (if any), will be published and posted only on e-procurement portal of GNCTD. Bidders are advised to visit the website <https://govtprocurement.delhi.gov.in> regularly to keep themselves updated.
8. In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, the Transport Department, GNCTD may, at its own discretion, extend the Proposal Due Date.
9. Transport Department, GNCTD may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP Document.

2.3 Preparation of Bid

2.3.1 Bidder Preparation Conditions

1. The Bidder shall prepare the Bid based on details provided in the Tender. It must be clearly understood that the quantities, specifications, and diagrams that are included in the Tender are intended to give the Bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by the Purchaser.
2. The Bidder shall carry out the sizing of the solution based on their own assessment and analysis, which may include the use of modelling techniques wherever necessary.
3. The Bidder must propose a solution Transport Department, GNCTD suited to meet the Requirements. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this Tender are required to be made to meet the conceptual design and/or Requirements of the Tender, all such changes shall be included in the Technical Bid and their financial impact, thereof, shall be included in the Financial Bid.

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4. If, during the sizing of the solution, any additional product that is not listed in the Tender is required to be included to meet the conceptual design, performance requirements, and other requirements of tender, all such product(s) should be included by the Bidder in the Technical Bid and their financial impact included in the Financial Bid.
5. The Purchaser will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the selection process.
6. If at any stage during the Term, the solution proposed does not meet the functional requirements, conceptual design, performance requirements, service level agreements, and other requirements of Tender, the Bidder shall revise the required specifications and/or quantities as proposed by the Bidder in their Bid in order to meet the said objectives/targets. All such provisions shall be made by the Bidder within the quoted price, at no extra cost to the Purchaser, and without any impact to the Purchaser whatsoever.

2.3.2 Bid Preparation Costs

1. The Bidder shall be responsible for all costs incurred in connection with participation in the selection process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions / presentations, preparation of the Bid, in providing any additional information required by the Purchaser to facilitate the evaluation process and in negotiating a definitive Agreement or all such activities related to the selection process.
2. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

2.3.3 Earnest Money Deposit ('EMD')

1. Bidders shall submit, along with their bids, the EMD as per the details mentioned in the Data Sheet in the format prescribed in **Annexure 14**.
2. The EMD of all Bidders shall be refunded by the Purchaser after submission of the Performance Bank Guarantee by the Selected Bidder.
3. The EMD of unsuccessful bidders shall be refunded by the Purchaser within 30 days of award of the contract.
4. The EMD amount is interest free and will be refundable without any accrued interest on it.
5. In case a Bid is submitted without the EMD, then the Purchaser will reject the Bid without providing an opportunity for any further correspondence with the Bidder concerned.
6. The EMD may be forfeited:
 - a) If a Bidder withdraws its Bid during the Bid Validity Period;
 - b) If the Selected Bidder fails to provide the Performance Bank Guarantee as required at the time of signing the Agreement; or
 - c) If the Selected Bidder fails to sign the Agreement in accordance with this Tender within 30 days from the issue of the LOA by the Purchaser.
7. The Bidder must upload the scanned image of the Bank Guarantee towards EMD along with the online bid submission. The actual Bank Guarantee shall be submitted on or before the time and date, at the address mentioned in the Data Sheet.

2.3.4 Bidders Authorization

1. The 'Bidders' as used in the Tender shall mean the one who has signed the Tender Forms. The Bidder may be either the Principal Officer or their duly Authorized Representative; in either case, s/he shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the representative or the principal.
2. The authorization shall be indicated by written power of attorney as per the format in **Annexure 16** for sole bidders, or **Annexure 17** for a consortium, accompanying the Bid in the name of the signatory of the Bid.
3. Any change in the Principal Officer of the Bidder shall be intimated to the Purchaser in advance.

2.3.5 Address for Correspondence

The Bidders shall designate the official mailing and e-mail address to which all correspondence shall be sent.

2.3.6 Local Conditions

1. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the Bid and performance of the Bidder and / or the cost. The Purchaser shall not entertain any request for clarification from the Bidders regarding such conditions.
2. Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for the providing services before entering into the Agreement will in no way relieve the Selected Bidder from performing any work in accordance with the Tender.
3. Neither any change in the time schedule of the Tender nor any financial adjustments to the Tender awarded under the bidding documents shall be permitted by the Purchaser on account of failure of the Bidders to apprise themselves of local laws and site conditions.

2.3.7 Site Visits by The Bidder

1. The Bidder may visit and examine site, at a time to be agreed with the Purchaser (and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid document). The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

2.3.8 Language

1. The Bid should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.3.9 Bid Validity Period

1. Bid shall remain valid for entire Bid Validity Period mentioned in the section titled Data Sheet. The Bid Validity Period may be extended by the Bidder via a letter to the Purchaser on receipt of request from the Purchaser.

2.3.10 Discount

1. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award. For future purposes, unit prices of all individual components will be discounted accordingly (by the overall discount % in case overall discount % is given or by the individual component discount % in case of item wise discount given) to arrive at component-wise unit prices.

2.3.11 Submission of Proposal

1. The Bidder shall upload **separately** the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal defined on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>)

However, the following documents have to be submitted in the hard copy:

- a) Original Earnest Money Deposit as per **Annexure 14**.
 - b) Hard Bound Print out of the uploaded Technical Submissions (**Annexures 1 to 7**).
2. If the proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
 3. The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. All pages of the Proposal must be serially numbered.
 4. The Bidder shall upload separately the scanned copy Technical Submissions and Price Proposal as defined in clause above on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>).
 5. The envelope shall indicate the name and address of the Bidder.
 6. All the envelopes shall clearly bear the following identification:

**“Proposal for Selection of Service provider for NCMC Compliant Digital Tickets
Solutions for Transport Department, GNCTD in Delhi Transport Corporation and
Cluster buses”**

“To be opened by Tender Opening Committee only”

and

**“Submitted by _____”
(Name, Address and Contact Phone No. of the Bidder)**

7. The envelope shall be addressed to:

ATTN. OF: Deputy Commissioner (Cluster)
ADDRESS: Department of Transport, GNCTD
5/9, Under Hill Road, Delhi-110054.

2.4 Bid Evaluation Methodology

2.4.1 Overall Methodology

1. Evaluation of the Bid will be done on the basis of “Per Passenger Ticket Quote” quoted in the Financial Bid. Bidders will be ranked in the ascending order of the “Per Passenger Ticket Quote”. For example, the Bidder quoting the lowest “Per Passenger Ticket Quote” would be ranked “L-1”, the bidder quoting the next lowest “Per Passenger Ticket Quote”, ranked “L-2” and so on, set out in the table below:

Name of the Bidder	Price Proposal	Rank
	Lowest “Per Passenger Ticket Quote”	L-1
	Second Lowest “Per Passenger Ticket Quote”	L-2
	Third Lowest “Per Passenger Ticket Quote”	L-3
	n th Lowest “Per Passenger Ticket Quote”	L-n

2. The Bidder quoting the lowest (L-1) “Per Passenger Ticket Quote” shall be declared as the Selected Bidder as set out in **Annexure- 9**.

2.4.2 Bid Opening and Evaluation Process

Step 1: Bids containing EMD fee shall be opened initially in the presence of Bidders’ representative. Only Bidders who qualify under the Pre-Qualification Criteria described in **Clause 2.4.4** shall be considered for Step 2.

Step 2: Technical Bids shall be opened. Only Bidders whose Technical Bids qualify under the Technical Qualification described in **Clause 2.4.5** shall be considered for Step 3.

At the end of the evaluation of Step 2, the Purchaser shall invite Bidders who have qualified for the opening of their Financial Bids.

(Step 1 & Step 2 Evaluation process is done simultaneously.)

Step 3: Financial Bids shall be opened only for Bidders who qualify in Step 1 and Step 2.

2.4.3 Evaluation Key Terms and Conditions

1. The Bidders are required to submit all the required documentation in support of the evaluation criteria specified for the pre-qualification and technical evaluation.
2. The Bidders are required to submit:
 - a) The pre-qualification submission letter as per Annexure 18;
 - b) The duly completed pre-qualification checklist as per Annexure 19;
 - c) The technical bid submission letter as per Annexure 22; and
 - d) The duly completed technical qualification checklist as per Annexure 23.
3. At any time during the Bid evaluation process, the Purchaser may seek oral or written clarifications from the Bidders. The Purchaser may also seek inputs from its own professional and technical experts in the evaluation process.

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4. The Purchaser reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be included during the pre-qualification evaluation process.
5. The Purchaser reserves the right to accept or reject any or all Bids without providing any reasons whatsoever.
6. The Financial Bids of Bidders that do not qualify technically shall not be opened.

2.4.4 Pre-Qualification (PQ) Criteria

1. The pre-qualification criteria is given below:

Qualifying Criteria	Supporting Documents
Bidder's Competency	
PQ1: Bidder/ all members of consortium shall be a registered company / partnership firm / LLP.	Company: Certificate of incorporation, MOA, AOA LLP: Certificate of incorporation, LLP Agreement Partnership firm: Partnership deed, credentials of partners Consortium: MoU signed by all parties, and power of attorney to the authorized person of the Lead Bidder (as per the format provided)
PQ2: Bidder/ any member of consortium should not have been blacklisted by any Indian Central or State government organization, or department, or local body as on the Bid Submission Deadline date.	Declaration by the Bidder / all consortium members (as per the format provided in Annexure 20)
Financial Stability	
PQ3: The Bidder must have an average annual turnover of at least ₹15(Fifteen)crores for the last 3 financial years (2019-20, 2020-21 and 2021-22). In case of consortium, the Lead Bidder must have an average annual turnover of at least ₹12(Twelve) crores for the last 3 financial years ((2019-20, 2020-21 and 2021-22); and The other consortium partners must have an average annual turnover of at least ₹8(Eight) crores each for the last 3 financial years ((2019-20, 2020-21 and 2021-22).	Audited financial statements for financial years 2019-20, 2020-21 and 2021-22 by a Statutory Auditor. Turn over certificate from a statutory auditor specifying the annual turnover of the Bidder for the specified years, as per the format provided in Annexure 21. GST returns copy for the specified years. GST certificate. Certified copies of valid PAN.
Qualifying Criteria	Supporting Documents
PQ4: The Bidder / all members of the consortium must have positive net worth as on 31 March 2022.	Audited net worth certificate from a Statutory Auditor specifying the net worth of the Bidder as on 31 March 2022, as per the format provided in Annexure 21.

2.4.5 Technical Qualification (TQ) Criteria

1. The Technical Bid of each Bid that qualifies the Pre-Qualification Criteria shall be evaluated based on the criteria given below to calculate the 'Total Score' out of 100.

Qualifying Criteria	Scoring Criteria	Max Score
TQ1: Experience in issuing stored value cards on NCMC platform for intra-city stage carriage buses for any Indian government transport body (STUs or SPVs) that have capability to hold a service area which can store either a pass or travel plan. Documents needed: Certificate or letter from the client entity or banking partner(s).	Pan-India smart card sales in the 3 (three) years prior to the Bid Submission Deadline date: 50,000 to 75,000: 5 marks 75,001 to 100,000: 10 marks 100,001 or more: 20 marks	20 marks
TQ2: Experience in mobile passes with offline validation for intra-city stage carriage buses for any Indian government transport body (STUs or SPVs). Documents needed: Certificate or letter from the client entity.	Mobile pass sales in the 3 (three) years prior to the Bid Submission Deadline date: 100,000 to 300,000: 5 marks 300,001 to 500,000: 10 marks 500,001 or more: 20 marks	20 marks
TQ3: Experience in providing a mobile app for intra-city stage carriage buses for any Indian government transport body (STUs or SPVs), with functionality for: <ol style="list-style-type: none"> 1. Mobile tickets; 2. Mobile passes; 3. Live tracking of buses; 4. Live arrival times at bus stops; 5. Trip planner; and 6. Support for Hindi, and English. Documents needed: <ul style="list-style-type: none"> • Exported reports from Google Play Store, Apple App Store, or any other major app store; or • Certificate / letter from the client entity. 	Mobile app downloads in the 3 (three) years prior to the Bid Submission Deadline date: 1,000,000 to 3,000,000: 5 marks 3,000,001 to 5,000,000: 10 marks 5,000,001 or more: 20 marks	20 marks
Qualifying Criteria	Scoring Criteria	Max Score
TQ4: Project implementation for deployment of ETIM, AFCS, and mobile tickets for any Indian government transport body (STUs or SPVs). Documents needed: Certificate or letter from the client entity.	Number of projects in the 3 (three) years prior to the Bid Submission Deadline date: 1 project: 5 marks 2 projects: 10 marks 3 or more projects: 20 marks	20 marks

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TQ5: Presentation on Project implementation approach. Documents needed: 1. Presentation, and 2. Project plan	Bidder will be rated by the Purchaser on the ability to execute the Project. Understanding of scope: 5 marks Project plan and delivery: 5 marks Solution design and methodology: 10 marks	20 marks
	Total Score	100 marks

The minimum qualifying marks are 70 (seventy) in order to meet the requirement that the Technical Bid is responsive in terms of RFP Document.

2.4.6 Financial Evaluation

1. The Purchaser will open and evaluate Financial Bids only of all the Bidders whose Technical Bids are found as Responsive based on Technical Qualification Criteria described in clause 2.4.5. The Purchaser decision shall be final.
2. The Bidders shall submit their 'Per Passenger Ticket Quote' amount in paise and as per format provided in Annexure 10. The amount quoted by the Bidder must be greater than 0 (zero). The financial bid evaluation methodology shall be as per Clause 2.4.1.

2.4.7 Notification and Acceptance of Selection

1. Prior to the expiration of the Bid Validity Period, the Purchaser will notify the Selected Bidder via an LOA in writing or by fax or email, that their Bid has been accepted. The Purchaser shall also send the Selected Bidder the draft Agreement for execution along with the notification of selection.
2. The Selected Bidder must:
 - a) Accept their selection by returning a signed and stamped copy of the LOA within 7 (seven) days; and
 - b) Deposit the Performance Bank Guarantee as per clause 2.4.9; and
 - c) Finalize and execute the Agreement as per clause 2.4.10;

Failing any of which, the Purchaser may at their own discretion choose to cancel the selection of the Selected Bidder and / or invoke the Performance Bank Guarantee of the Selected Bidder and / or, announce the Bidder with the next highest Combined Score as the Selected Bidder and / or call for fresh Bids from interested Bidders.
3. Upon the Selected Bidder's acceptance of selection and furnishing of the Performance Bank Guarantee, the Purchaser will notify all other Bidders who are not selected.
4. In case the selection process is not completed within the Bid Validity Period, the Purchaser may request Bidders to extend the Bid Validity Period of their Bids.

2.4.8 Performance Bank Guarantee ('PBG')

1. The Selected Bidder must furnish the PBG within 30 days from the issuance of the LOA, in the form of a demand draft, fixed deposit, or a bank guarantee letter as per the format prescribed in **Annexure-14** from any scheduled Indian bank based in India.
2. The PBG should be valid for 36 (Thirty-Six months) from the appointed date. This PBG shall be renewed one (1) month prior to expiry of the PBG, for an additional period of every 2 (two) years and shall be valid beyond 6 (six) months from the expiry of the contract.

3. The PBG amount shall be equivalent to 3% (three percent) of the estimated Project Cost.
4. All charges with respect to the PBG (such as bank charges, commissions, etc.) shall be borne by the bidder.
5. After expiry of Term, or completion of Project, or termination of Agreement, whichever is earlier, the PBG shall be returned by the Purchaser to the Selected Bidder.
6. The Purchaser shall not pay any interest to the Selected Bidder on the PBG amount.
7. The Selected Bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project and warranty period.
8. Notwithstanding and without any prejudice to any rights whatsoever of the Purchaser under the Agreement, the PBG amount shall be payable to the Purchaser as compensation if:
 - a) The Selected Bidder fails to discharge their contractual obligations during the Term; or
 - b) The Purchaser incurs any loss due to Selected Bidder's negligence or failure to complete its obligations as per the Agreement; or
9. The Purchaser shall notify the Selected Bidder in writing, of the exercise of its right, to receive such compensation, indicating the contractual obligations for which the Selected Bidder is in default, and allow 14 (fourteen) days' notice to the Selected Bidder to remedy the same.

2.4.9 Execution of Agreement

The Purchaser and Selected Bidder must execute an Agreement between them within 30 days from the issuance of the LOA, incorporating all clauses, pre-bid clarifications and the Bid of the Selected Bidder, and any other terms and conditions as may be necessary for the successful implementation of Project.

3. Scope of Work

3.1 Objectives

1. The Purchaser envisages strengthening their city bus service, promote organized public transport, reduce the use of private vehicles, and structure an integrated transport system which offers better safety, quality, security, and reliability for users of public transport corridors.
2. The Purchaser plans to implement a modern, comprehensive, NCMC compliant digital tickets system using IT applications to achieve the following key objectives:
 - a) Provide ease and benefits to users by providing reliable services leading to increase in ridership and adoption of public transport;
 - b) Enhance digital tickets options for passengers; and
 - c) Enable the Purchaser to constantly benchmark operations and maintain service quality of bus operations.
3. The Selected Bidder shall be responsible for the design, development / procurement, integration with applications/servers/database or any other platform, implementation, operations, transportation and logistical support and maintenance of the NCMC Compliant Digital Tickets Solution as per the Scope of Work outlined herein.

3.2 Overview of Scope of Work

Particulars	Description
Hardware Components	
1. Electronic Ticket Issuing Machines ('ETIMs')	<p>ETIMs increase transparency in tickets reports and enable real-time flow of tickets and revenue information. They also form the enabling infrastructure for digital tickets, daily and general passes, mobile tickets and passes, NCMC ((Debit, credit and Prepaid) acceptance and other digital tickets initiatives.</p> <p>The Selected Bidder must supply hardware and required device level software applications.</p>
Software Components	
2. Automated Fare Collection System ('AFCS')	<p>The AFCS is the core Platform that enables all forms of tickets, daily and monthly passes including cash and digital tickets, and records daily ticket and passes transactions.</p> <p>The Selected Bidder must deploy an AFCS Platform and integrate with all necessary hardware and software applications following NCMC specification.</p>
3. Mobile App with Mobile Tickets and Mobile Passes Platform	<p>Mobile tickets and mobile passes offer a new digital form of purchasing tickets. Regular passengers are also saved the time and hassle involved in purchasing physical monthly passes. NCMC should be default option for pass issuance.</p> <p>The Selected Bidder must deploy a mobile app along with a mobile ticket and passes (Daily and monthly) Platform with necessary software applications, payment gateway integration, etc.</p>
Particulars	Description
4. Smart Cards Platform	<p>Smart cards eliminate cash transactions and thus cash leakage and cash handling costs are reduced as well. They also significantly increase the speed and convenience of payments. Daily and monthly passes shall also be issued by the bidder at no extra cost to the Purchaser.</p> <p>The Selected Bidder must deploy the necessary software applications to enable payments via NCMCs for Purchaser.</p>
5. Cloud Based Hosting	<p>Cloud based hosting [MEITY Approved Cloud Platform] offers flexibility and scalability in terms of computing and storage requirements.</p> <p>The Selected Bidder must set up and maintain a cloud based virtual data centre to host the Platform and software applications.</p>
Other Services	
6. Manpower Support	<p>The Selected Bidder shall provide all necessary manpower for technical support for all hardware and software deployed.</p>

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7. Training	The Selected Bidder shall provide training to Purchaser's employees.
8. Data SIMs for ETIMs	The Selected Bidder shall be responsible for providing SIM cards and internet connectivity for smooth functioning of ETIMs.
9. Maintenance	The Selected Bidder shall be responsible for the maintenance of all hardware and software components during the Term.
10. Integration with IT systems	The Selected Bidder shall be responsible for integrating with the IT systems of the Purchaser, Delhi Metro , RRTS and other PSV modes as applicable
11. Procurement and distribution of Smart Cards	The Selected Bidder shall be responsible for procurement and distribution management of Smart Cards.

Note:

- 1) *Daily, General and Pink Passes issued by the bidder must be recorded by ETIMs in Phase-I.*
- 2) *Concessional Passes issued by the Delhi Transport Corporation or Purchaser must be recorded by ETIMs in Phase-II.*

3.3 Electronic Ticket Issuing Machines ('ETIMs')

3.3.1 Scope

1. Procure, supply, and maintain ETIMs with covers, chargers, and sufficient spare batteries for all of buses operated by Purchaser or operated under the Purchaser's brand name for the entire Term of the Project, at the agreed quantities as described in the Bill of Materials in Clause 7. Also, compatible hardware (validator) on select routes with Tap-In/Tap-out provisions in place of ETIMs for conductor less operation on 500 buses in each phase [total 1000 buses] as decided by the Authority before roll out of the route.
2. Deploy and maintain device level software applications and integrate with the AFCS to enable issuance and validation of tickets and passes by the conductor against payment of cash, smart cards, and / or mobile tickets and passes.
3. The ETIM hardware must be compatible with NCMC. The device access should be based on biometric authentication by the conductor.
4. Provide training to relevant bus crew and Purchaser's staff on correct usage of ETIMs.
5. Provide warranty and repair or replacement of ETIMs for manufacturing faults or faults arising from normal wear and tear during the Term of the Project.
6. To provide comprehensive insurance of ETIMs for the entire duration of agreement against product liability, public liability, theft, fire and natural calamity etc.
7. Meet the SLA defined herein to ensure smooth and trouble-free operations of ETIMs.
8. The bidder shall be liable for the expenses towards the paper rolls for tickets printing, shift end report etc. and other stationery and allied expenses required for the performing its obligations.
9. The paper roll used for dispensing tickets should have security measures (water mark, logo etc.) which shall be provided by Transport Department, GNCTD and Delhi Transport Corporation to the Selected bidder subsequently.

10. The Purchaser shall be liable for all expenses relating to repair or replacement of ETIMs or its part arising out of any peril/instance not covered in comprehensive insurance like physical damage or mishandling. The Purchaser shall pay price of the ETIM or its parts as per the price quoted by the bidder in the financial bid.

The Purchaser shall provide at no cost to the Selected Bidder Sufficient space along with electricity for discharging its obligations to charge ETIMs and spare batteries.

3.3.2 Functional Details

The functional details of the ETIM are described in Annexure 2.

3.3.3 Technical Specifications

The ETIMs must meet or exceed the technical specifications and performance requirements as described in Annexure 3.

3.4 Automated Fare Collection System ('AFCS')

3.4.1 Scope

1. Deploy and maintain a centralized cloud-based AFCS for the Purchaser to enable creation of different tickets and travel plans, ticket issuance and validation, and recording and reporting reconciliation of tickets, validation and recording of passes and revenue.
2. Creation of different kinds of tickets, passes and travel plans for different categories of passengers.
3. Issuance of tickets through ETIMs by the conductor and / or via a mobile app.
4. Recording of all tickets, passes issued and / or validated.
5. Real-time and end of period reports for reporting and reconciliation of tickets, passes and revenue.
6. The AFCS application should be capable to cater to meet the needs of a real-time public transport system involving up to 11,000 (eleven thousand) buses.

3.4.2 Functional Details

The functional details of the AFCS are described in Annexure 4.

3.5 Mobile App, Mobile Tickets, and Mobile Passes

3.5.1 Scope

1. Deploy and maintain a co-branded mobile app that allows passengers to purchase mobile tickets and mobile passes among other features outlined herein
2. Integration with the AFCS to facilitate issuance and reporting of mobile tickets and mobile passes, and payments from the mobile app's prepaid mobile wallet for mobile tickets and passes only.
3. Integration with the ETIM application to validate mobile tickets and mobile passes.
4. Integration with a payment gateway provider to allow for online payments using all popular online payment modes, including UPI, debit cards, credit cards, net banking, and more.

3.5.2 Functional Details

The functional details of the mobile app, and mobile tickets and passes Platform are described in Annexure 5.

3.5.3 Technical Specifications

The mobile app and mobile tickets and passes. Platform must meet or exceed the technical specifications as described in **Annexure 6**.

3.6 Smart Cards Platform

3.6.1 Scope

1. Deploy and maintain a smart cards Platform for issuance and usage of smart cards with secure contactless NFC technology. The smart cards shall also be issued for daily/ monthly passes (conventional and e-passes) for validation and accounting purposes as per business rules of the Purchaser which shall be included in the agreement to be signed subsequently. The issuance of NCMC card should be based on the authentication using Aadhar card number. Demographic data should be available from the Aadhar database which shall include name, gender, photo etc. in order to meet Know Your Customer (KYC) requirement as per Reserve Bank of India guidelines. Further, the validation should be based on One Time Password (OTP) generated with the registered mobile number.
2. Capability to issue and store on each card:
 - a) Closed System PPI or Semi-closed System Prepaid Payment Instrument (PPI); and
 - b) A travel plan such as a pass, or any other travel plan as defined by the Purchaser.
 - c) Capability to issue new NCMC (Debit, credit and Prepaid) cards which are open loop and interoperable.
3. Capability to accept payments from NCMCs, which may require the Selected Bidder to partner with a banking partner of their choice.
4. NCMC cards issued by all Banks in the country to be accepted on the ETIMs supplied during the contract period. .
5. Capability to accept payments from Open System PPIs such as EMV contactless credit and debit cards, or any other Open System PPI card.
6. Capability to provide the Purchaser the option to issue new NCMCs, which may require the Selected Bidder to partner with a banking partner.
7. The smart cards shall be co-branded with the Brand Names and logos as decided by the Purchaser and Selected Bidder, the final design to be approved by the Purchaser conforming to the applicable guidelines. NCMC shall be co-branded with the Purchaser conforming to applicable NCMC guidelines. NCMC technical specifications must be followed.

3.6.2 Functional Details

The functional details of the smart cards Platform are described in **Annexure 7**.

3.6.3 Technical Specifications

The smart cards Platform must meet or exceed the technical specifications as described in **Annexure 8**. The agreed technical specification for the smart cards to be used is also provided in **Annexure 8**.

3.7 Cloud Based Hosting

3.7.1 Scope

1. To set up and maintain cloud-based hosting to host the Platform and necessary software applications.
2. The cloud data centre must be physically located in India.
3. The cloud infrastructure should comply with MeitY guidelines.
4. Utilise a highly available and resilient architecture.
5. Provision for disaster recovery as may be necessary.

3.8 Manpower Support

3.8.1 Scope

1. To provide technical support manpower during the Business Support Hours for all aspects of the Project.
2. To provide centralized Platform support during the Platform Support Hours for all aspects of the Platform.
3. Some roles are envisaged herein, and the Selected Bidder may include additional roles as are necessary to fulfil their obligations for the Project.
 - a) Operations executives – full-time executives assigned throughout the Term to facilitate level 1 troubleshooting and support
 - b) Project manager–full-time onsite project manager deployed throughout the Term to supervise executives and liaise with the Purchaser’s management team.
 - c) Tech support–full-time tech support deployed throughout the Term to ensure smooth functioning and immediate rectification of any errors on the Platform and all IT systems.

3.9 Training

3.9.1 Scope

1. To provide initial training and periodic refresher training on all relevant aspects of the Project to all stakeholders of the Purchaser’s staff.
2. A training schedule must be submitted to the Purchaser upon request.
3. The Selected Bidder shall follow the ‘Train the Trainer’ model for all training and capacity building activity.
4. The Selected Bidder shall prepare all training content necessary. Training modules must cover all aspects of the Project e.g. functional training, technical training, safety and care of hardware, passenger assistance in using digital tickets, reporting, etc.
5. Trainings shall be conducted at the Purchaser’s primary office or at any depot offices in Delhi.
6. The Purchaser shall provide training facilities and infrastructure such as projector, screen, etc. at no cost to the Selected Bidder.

3.10 Data SIMs for ETIMs

3.10.1 Scope

1. To procure and provide SIM cards and telecom services with sufficient data allocation for all ETIMs deployed throughout the Term including recurring monthly service charges
2. To liaise with the telecom provider in case of service interruptions and coordinate a speedy resolution.
3. The Selected Bidder may select any telecom provider at their own discretion.

3.11 Maintenance

3.11.1 Scope

1. The Selected Bidder shall be responsible for the maintenance of all hardware and software components during the Term.
2. For hardware deployed, the Selected Bidder shall be responsible for:
 - a) Periodic inspections and maintenance checks to ensure all hardware is kept in good working order; and
 - b) repair or replacement of hardware for manufacturing faults or faults arising from normal wear and tear during the Term of the Project.
3. For software application maintenance, the Selected Bidder shall be responsible for:
 - a) Keeping all applications and software in good working order;
 - b) Monitoring availability and performance of the Platform;
 - c) Troubleshooting, and resolution of any bugs or errors detected at no extra cost to the Purchaser;
 - d) Implementing Change Requests as per the Change Request Process defined in clause 4;
 - e) Deploying upgrades and patches as and when they become available at no extra cost to the Purchaser;
 - f) Securing all relevant software licenses for all hardware and software deployed for the Project, including operating system, database systems, and other licenses.
 - g) Coordinating with the cloud-based hosting provider to resolve any errors or service interruptions; and
 - h) Notifying the Purchaser immediately of any security breaches or non-compliances, with suggestions for corrective action.

3.12 Integration with IT Systems

3.12.1 Integrating Live Bus Tracking in Mobile App

1. The Selected Bidder shall integrate with the IT systems of the Purchaser to display the Purchaser's buses' live locations with live arrival times at bus stops in the mobile app deployed under the Project.
2. The Selected Bidder shall provide real-time APIs to:
 - a) Receive the live route assignment information on which each bus is plying;
 - b) Receive the live GPS data feed directly from GPS devices, or from the Purchaser's IT systems; and

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- c) If required, provide a real-time mirroring service to send the live GPS data feed as received to the Purchasers' existing IT systems.
- 3. The Purchaser shall provide real-time APIs to:
 - a) Send the live GPS data feed directly to the Selected Bidders' IT systems with less than 1 (one) second delay; and
 - b) Send live route assignment information as soon as a bus is dispatched on a route.

Note: The live tracking of buses will be integrated with the separate GPS device meeting AIS-140 specifications, which is installed in the buses. However, in the old buses which are due for replacement in next three (03) years [5000 buses], the GPS feed will be provided from the GPS installed in the MNVR.

3.12.2 Integrating Mobile Tickets and Mobile Passes

- 1. The Selected Bidder shall provide APIs or other means, and all required documentation, to integrate issuance of mobile tickets and mobile passes with the Purchaser's IT systems, websites, and / or mobile apps. Passes to be made available both on Mobile App as well as on NCMC Card.
- 2. The Purchaser shall have the option to integrate mobile tickets and mobile passes into their IT systems, websites, and / or mobile apps/One Delhi App. Passes to be made available both on Mobile App as well as on NCMC Card.

3.12.3 Integrating Payments for Other Services offered By Purchaser

The Selected Bidder shall, upon request from the Purchaser, integrate an ability to make payments for any other services offered by the Purchaser (e.g. electricity bill payments) in the mobile app deployed under the Project.

3.12.4 Integration with IT Systems

- 1. The Selected Bidder shall, upon request from the Purchaser, integrate with ITS system and Passenger Information System (PIS) at Bus Queue shelters.
- 2. The AFCS must be customized to interface with the ITS system.

3.13 Procurement and Distribution of Smart Cards (NCMC)

3.13.1 Scope

- 1. The Selected Bidder shall procure smart cards as per the specifications provided in **Annexure 8** to be able to meet the functional requirements as described in **Annexure 7**. The Selected Bidder shall procure NCMC as per the NCMC specifications, to be able to meet the functional requirements.
- 2. The Selected Bidder shall set up and manage distribution of smart cards through a variety of channels for the convenience of passengers, including but not limited to:
 - a) Distribution of smart cards in buses via the conductor;
 - b) Distribution of smart cards at bus stops and other key locations offered by the Purchaser; and
 - c) Setting up a chain of card distribution centres in retail outlets / merchants throughout the city.

3. The Selected Bidder shall be responsible for all activities and costs associated with procurement and distribution of smart cards, including incentives to be paid to conductors / issuing agents for issuance of smart cards; however, the Purchaser shall be responsible for all incentives offered to passengers.

4. Change Request Process

4.1 Change Request Process Overview

1. Change Requests shall emanate from each Parties designated personnel ('Project Manager') who shall be responsible for obtaining approval for the change, and act as its representative throughout the Change Request Process.
2. The Project Manager from the initiating Party shall complete 'Part A: Initiation' of the Change Request Note ('CRN') attached in Annexure 9, and present it to the other Party's Project Manager, who will acknowledge receipt by signature of the CRN.
3. The Selected Bidder will assess the CRN and complete 'Part B: Evaluation' of the CRN, and provide as a minimum:
 - a) A description of the change;
 - b) A list of deliverables required for implementing the change;
 - c) A time frame for implementation of the change;
 - d) An estimate of any proposed charges for implementation of the change; and
 - e) material evidence to prove that the proposed change is not already covered within the Agreement and the Scope of Work.
4. If satisfied and after securing all necessary internal approvals, the Project Manager for the Purchaser shall complete 'Part C: Authority to Proceed' of the CRN and submit the completed CRN to the Selected Bidder's Project Manager, subsequent to which the Selected Bidder shall be obliged to implement the proposed change within the agreed timeframe.

4.2 Other Terms and Conditions for Change Requests

1. Any Change Request with respect to the Scope Of Work that includes additional requirements that can be fulfilled by the Selected Bidder shall **not** require the Purchaser to solicit fresh bids via a new tender process, unless such individual Change Request increases the Project implementation cost by more than 25% (twenty five percent) of the Total Project Value, in which case it shall be considered beyond the scope of the Change Request Process and will require the Purchaser to solicit fresh bids via a new tender process.
2. The Selected Bidder shall not be obligated to initiate work on a change until the Parties agree in writing upon its scope, price and / or schedule impact.

5. Rights and Obligations

5.1 Rights of The Purchaser

1. To decide any and all aspects in relation to bus operations, including the fares, routes, schedules, fleet size, and modify these from time to time.
2. To levy penalties and fines as per the SLA.
3. To supervise the performance and execution of the Project.
4. To propose Change Requests related to the Project, operations, SLA, or Scope of Work.

5.2 Obligations of The Purchaser

1. To ensure that efforts are undertaken to safeguard all hardware and other assets deployed by the Selected Bidder in the Project implementation.
2. To provide personnel for daily operations such as issuance of ETIMs to bus crew, return of ETIMs from crew, safe storage of ETIMs, charging of ETIMs, and any other daily operations as may be needed during the Term of the Project.
3. To compensate the Selected Bidder fully in case of physical damage, loss, or theft of hardware or any other asset, if willfully, by any employee or staff member of the Purchaser, within 15 (fifteen) Business Days of such event being reported.
4. To pay fully all undisputed invoice raised by the Selected Bidder within 10 (ten) days of the receipt of the monthly invoice.
5. To ensure availability of bus crew, key stakeholders, and all resources necessary for Project implementation, training, and daily operations.
6. To ensure that all bus crew and employees adhere to protocols and processes laid out by the Selected Bidder for successful Project implementation and daily operations and processes.
7. To inform the Selected Bidder 1 (one) month in advance of new bus fleet additions to enable the Selected Bidder to arrange all necessary hardware and infrastructure as per the terms of the Tender.
8. To ensure that Project is implemented on 100% of buses operated by the Purchaser and / or operated under the umbrella brand of the Purchaser during the Term of the Project.

5.3 Rights of The Selected Bidder

1. To develop new travel products, in close coordination with the Purchaser, that are facilitated by the new technology deployed. For e.g. new kinds of ticket options, passes, travel plans, etc.
2. To promote digital offerings on behalf of the Purchaser, including through awareness campaigns, offering promotional items, and offering discounts, with the express permission of the Purchaser.
3. To co-brand the mobile app.
4. The smart cards shall be co-branded with the Brand names and logos as decided by the Purchaser and Selected Bidder, the final design to be approved by the Purchaser conforming to the applicable guidelines. NCMC shall be co-branded with the Purchaser conforming to applicable NCMC guidelines.

5. To utilize any unutilized media in buses, with the express permission of the Purchaser, for the purpose of promoting the Purchaser's digital product offerings.
6. To evaluate and accept, or reject, or offer an alternative suitable solution for any Change Request submitted by the Purchaser.

5.4 Obligations of The Selected Bidder

1. To complete implementation of the Project as per the timelines and Scope of Work agreed with the Purchaser.
2. To ensure smooth functioning and day to day operations for the Purchaser.
3. To meet SLA levels agreed with the Purchaser.

6. Project Timelines (Phase- I: 5,000 Buses)

Milestone	Days
Implementation Phase	
1. Acceptance of order and execution of Agreement	T
2. Submission of System Requirements Specifications ('SRS') document	T + 45 days
3. Approval of SRS by the Purchaser	T + 60 days
4. Initial roll-out: Implementation of full solution in 1 (one) depot on all routes	T + 75 days
5. Full Solution Implementation along with User Acceptance Test (UAT) Completion <ol style="list-style-type: none"> a) Route and bus stop data digitization b) AFCS–setup and integration of all route and fare information c) ETIMs – deployment of ETIMs in all depots d) Smart cards – rolled out across all depots and all routes. To make system of issuance of all category Monthly passes through smart cards through from DTC pass issuance counters as per business rules of DTC (like printing of photo, validity, category etc. on the NCMC Pass). e) Mobile app – final testing of mobile tickets, mobile passes, live tracking and live arrival times. f) Training – Functional training to crew and depot staff g) Final demo of all technology – including smart cards and mobile tickets <p><i>Note: The supply and testing of software and hardware along with integration with existing systems shall be done only after Third Party Audit Certificate is presented from empaneled information security auditing organizations by Computer Emergency Response Team, India (CERT-In).</i></p> <p>User Acceptance Test (UAT) Completion: Successful testing of all hardware components/equipments/devices/software applications etc. required for the system to the satisfaction of Transport</p>	T + 100 days

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Department, GNCTD and Delhi Transport Corporation and conforming to the service levels defined.	
Go Live	
6. Go Live of full solution – AFCS, ETIMs, smart cards, mobile app	T + 100 days
Operations And Maintenance Phase	
7. Operations and maintenance phase	Go Live + Term as per Clause 1.1(2)
8. Extension to operations and maintenance phase	As per Clause 1.1 (2)

Phase- II (3,800 Buses):

The project timelines for Phase-II will be 60 days and shall commence from date of Go-Live of Phase-I or date of issue of orders for Phase-II by Transport Department, GNCTD whichever is later. The Service Level Agreement penalty amount for Phase-II shall be governed by **Clause 10** of the tender.

Note: The duration of contract shall start from the date of issuance of Go-Live certificate.

7. Bill of Materials

1. The quantities indicated herein are as per the deployment requirement. The Selected Bidder shall be required to maintain additional inventory as per their own assessment for testing, as spares, as back-up, and for other requirements.
2. The quantities of certain items are linked to the number of buses operated by the Purchaser. As the operating bus fleet expands, the Selected Bidder shall be required to increase the quantities as described herein.
3. The quantities mentioned herein are indicative and not exhaustive. The Selected Bidder is expected to perform an independent assessment of the Requirements.
4. The total requirement of ETIMs mentioned below are inclusive of validators that may be required to be fitted on the buses. ETIMs may be used as validators in buses.
5. The indicative Bill of Materials for the Project is listed below:

Item	Quantity
Hardware Components	
1. ETIM with charger and cover Requirement of 1.5 (one and a half) ETIMs per bus	13,200 (Thirteen Thousand Two Hundred Only)
a) Phase-I: Initial fleet size of 5,000 (five thousand) buses.	7,500 (Seven Thousand Five Hundred Only)

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b) Phase-II: 3,800 buses. <i>Option Clause: The purchaser reserves the right to increase/decrease the quantity upto 25% at its sole discretion at any time during the project as given in 1.1(12).</i>	5,700 (Five Thousand Seven Hundred Only)
2. Additional spare batteries for ETIMs a) Requirement of 30% (thirty percent) of total ETIMs deployed	3,960 (Three Thousand Nine Hundred Sixty Only)
3. Additional battery chargers for spare batteries	As may be required
Software Components	
4. AFCS	1 (One)
5. Mobile app with mobile tickets and mobile passes	1 (One)
6. Smart cards Platform	1 (One)
7. Cloud based hosting	As may be required
Other Services	
8. Manpower for technical support	As may be required
9. Data SIMs for ETIMs along with recurring monthly charges a) Requirement of 1 SIM per ETIM b) Sufficient data allocation as may be required	13,200 (Thirteen Thousand Two Hundred Only)
10. Smart cards	As may be required

8. Commercial Terms

8.1 Commercial Model

- The Purchaser shall pay the Selected Bidder on the basis of a fixed 'Per Passenger Ticket Quote' amount per one-way passenger ticket for:
 - Each one-way journey ticket per passenger issued; and
 - Each one-way per passenger validated on a pass or any other travel plan; and
 - Any other form of ticket or travel plan that may be introduced in future, on a per one-way passenger ticket basis.
- Irrespective of the channel used (whether in-bus via an ETIM, or on mobile app, or smart card, on any other channel) and irrespective of the mode of payment (whether paid for in cash, via online payment, via smart card, or any other means). Customer should not be charged over and above the ticket fare, irrespective of the channel used (whether in-bus via an ETIM, or on mobile app, or smart card, on any

other channel) and irrespective of the mode of payment (whether paid for in cash, via online payment, via smart card, or any other means).

3. The bidder shall charge a maximum fee of Rs. 100/- for every smart card issued to the user directly. Government of NCT of Delhi will bear the cost of first 1,00,000 cards issued to be paid to the selected vendor as reimbursement. As per the terms mentioned in Clause 9. The bidder shall incentivize the conductor at the rate of Rs.10/- for every smart card issued on monthly basis only through Direct Bank Transfer (DBT). The Purchaser shall pay to the Selected Bidder, 'the minimum monthly assured tickets' as given in Clause 8.2 (3) after completion of each year from the achievement of Go-live on average number of actual tickets sold on monthly basis in the preceding year for the shortfall in 'the minimum monthly assured tickets'. If the average number of actual tickets in the preceding year is more than the 'the minimum monthly assured tickets', no payments towards "minimum Monthly assured Tickets" shall be made to the Selected Bidder.
4. GST and any other taxes applicable on the amounts above shall be payable extra as per applicable laws of India.

8.2 Calculation of Fees Due to Selected Bidder

1. The 'Monthly Fees' due to the Selected Bidder shall be calculated on a monthly basis as:

Monthly Fees = (Per Passenger Ticket Quote x Actual Passenger Tickets issued during the month) Where:

Per Passenger Ticket Quote = the 'Per Passenger Ticket Quote' quoted by the Selected Bidder in their Financial Bid

Passenger Tickets = as calculated in clause 8.2(2).

2. The 'Passenger Tickets' shall be calculated as:

Passenger Tickets = The higher of 'Minimum monthly Assured Tickets' or 'Actual Passenger Tickets'

Where:

Minimum monthly Assured Tickets = as calculated in clause 8.2(3) Actual Passenger

Tickets = as calculated in Clause 8.2(4)

3. The 'Minimum monthly Assured Tickets' shall be calculated as:

Minimum monthly Assured Tickets = 13,800 Tickets Per Bus Per Month

Note: The 'Minimum monthly Assured Tickets' are based on per bus basis on actual number of operated buses during the month. The 'Actual Passenger Tickets' shall be calculated on a monthly basis as:

Actual Passenger Tickets = CT + CP + CX Where:

CT = The total passenger count for one-way journey tickets issued for all of Purchaser's buses

CP = The total passenger count for all one-way validated on a pass [Machine readable DTC Monthly Passes & Pink Tickets] or any other travel plan for all of Purchaser's buses

CX = The total passenger count for all one-way using any other form of ticket or travel plan that may be introduced in the future.

8.3 Revision of ‘Per Passenger Ticket Quote’ Amount Upon Extension of Term

1. Upon each extension of the Term, the ‘Per Passenger Ticket Quote’ amount shall be increased to adjust for inflation based on changes in the CPI (as defined herein) published by the CPI Authority.
2. The ‘Per Passenger Ticket Quote’ amount shall be revised and calculated to the nearest paise as follows:

$$\text{Per Passenger Ticket Quote} = \text{Original Per Passenger Ticket Quote} \times (\text{New CPI} / \text{Base CPI})$$

Where:

Original Per Passenger Ticket Quote = the ‘Per Passenger Ticket Quote’ amount quoted by the Selected Bidder in the Financial Bid

New CPI = the CPI (as defined herein) announced for the month in which extension is granted.

Base CPI = the CPI (as defined herein) announced for the month in which the LOA is issued.

3. If the ‘Base Year’ is revised by the CPI Authority, then necessary adjustments shall be made to the ‘Base CPI’ to accurately and fairly calculate the revised ‘Per Passenger Ticket Quote’.
4. If the revised ‘Per Passenger Ticket Quote’ amount is higher than the ‘Original Per Passenger Ticket Quote’ amount, then, starting from the month of extension, the monthly Fees shall be calculated with the revised ‘Per Passenger Ticket Quote’ amount as described in clause 8.2; else the monthly Fees shall continue to be calculated without any revision to the ‘Per Passenger Ticket Quote’ amount.

9. Payment and Settlement Terms

1. The Selected Bidder shall set up a Separate Account with the Bank for holding Digital Payments approved by Reserve Bank of India. All payments received as given in Clause 8.2 shall be transferred into the Purchaser’s Account on next banking day.
2. The Selected Bidder shall raise monthly invoice to the Purchaser after reconciliation of data, and shall submit a monthly summary statement of Digital Payments collected during the month along with the invoice.
3. The Purchaser shall make the payment for the due amount for the undisputed invoice, after adjustments for any applicable penalties, within 10 (ten) days from the receipt of the invoice. Invoices shall be accurate, and the Purchaser reserves the right to make adjustments (if any) to the subsequent invoice payments to correct for inaccuracies (if any).
4. The Purchaser shall not pay any payment towards card procurement, issuance charges or any other card fees.
5. The Purchaser shall also be entitled to make recoveries from the Selected Bidder’s invoiced amounts due, the PBG, or from any other amount due to the Selected Bidder, the equivalent value of any payment made to the Selected Bidder due to inadvertence, error, collusion, misconstruction, or misstatement.
6. Payment shall be made in Indian Rupees only.

7. All payments from the Purchaser to the Selected Bidder shall be subject to tax deductions as per applicable laws of India.

10. Service Level Agreements ('SLA')

10.1 SLA During Implementation Phase

10.1.1 Calculation Of SLA

1. The Selected Bidder shall adhere to the Project Timelines defined in clause 6.
2. The Selected Bidder shall be penalized the 'Implementation Penalty Amount' as defined below for each full calendar week of delay beyond the Go Live date, except under Force Majeure conditions.

Implementation Penalty Amount = ₹50,000 (Rupees Fifty Thousand Only)

3. The cumulative maximum Implementation Penalty Amount levied on the Selected Bidder shall be limited to 10 (ten) full calendar weeks.

10.2 SLA During Operations and Maintenance Phase

10.2.1 Calculation Of SLA

1. The Selected Bidder shall adhere to the SLA defined below for each component.
2. The Selected Bidder shall be penalized the 'SLA Penalty Amount' defined below for failing to meet SLA.
3. The cumulative maximum SLA Penalty Amount levied on the Selected Bidder in any given calendar month shall be limited to 2.5% (two-point five percent) of the Monthly Invoice Amount.
4. SLA calculations shall always exclude:
 - a) Scheduled Maintenance Time;
 - b) Any time period when Force Majeure conditions are in effect; and
 - c) Any impact due to a failure on the part of the Purchaser to meet their obligations.

10.2.2 SLA For ETIMs Platform

Definition	'Availability of ETIM' means that the ETIM is able to perform intended functions or the ETIM is issued in time	
SLA	The cumulative average Availability of ETIMs for all ETIMs should be at least 99% (ninety nine percent) in a calendar month.	
SLA Measurement	Availability of ETIMs = (Working ETIM Days / Total ETIM Days) x 100% Where: Working ETIM Days = Daily functional ETIM count x days of operation in the month. Total ETIM Days = Total ETIM count x days of operation in the month.	
SLA Penalty Amount	99% or more:	0 (Zero)
	98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount

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	97% to 97.99%: 1.5% (One-point five percent) of the Monthly Invoice Amount
	Less than 97%: 2.5% (Two-point five percent) of the Monthly Invoice Amount
Critical SLA	95%

10.2.3 SLA For AFCS

Definition	‘Availability Of AFCS’ refers to the total time when the AFCS and its applications are available for performing operations.
SLA	The Availability of AFCS should be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	Availability Of AFCS = ((AFCS Scheduled Operation Time – AFCS Platform Downtime) / (AFCS Scheduled Operation Time)) x 100%
SLA Penalty Amount	99% or more: ₹0 (Rupees Zero) 98% to 98.99%: ₹10,000 (Rupees Ten Thousand Only) per month 95% to 98.99%: ₹20,000 (Rupees Twenty Thousand Only) per month Less than 95%: ₹30,000 (Rupees Thirty Thousand Only) per month
Critical SLA	94%

10.2.4 SLA For Application Response Time Of AFCS

Definition	‘Application Response Time’ refers to the time taken to load a webpage of any of the AFCS applications, measured in seconds.
SLA	The Average Application Response Time should not exceed 10 (ten) seconds in a calendar month.
SLA Measurement	Average Application Response Time = The average time taken, in seconds, to load a webpage for AFCS applications. As measured by a reputed web analytics solution or via automated reports, across all pages loaded for all AFCS applications in the month.
SLA Penalty Amount	10 seconds or lesser: ₹0 (Rupees Zero) 11 to 15 seconds: ₹10,000 (Rupees Ten Thousand Only) per month 15 to 20 seconds: ₹20,000 (Rupees Twenty Thousand Only) per month 21 seconds or more: ₹30,000 (Rupees Thirty Thousand Only) per month
Critical SLA	30 seconds

10.2.5 SLA For Mobile Tickets and Mobile Passes

Definition	‘Availability Of Mobile Tickets’ means that all Valid Mobile Tickets are validated for travel on the bus.
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SLA	The cumulative average Availability of Mobile Tickets should be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	Availability Of Mobile Tickets = (Mobile Tickets Failure Incidents / Total Mobile Tickets Usage) x 100% Where: Mobile Tickets Failure Incidents = Count of unique Failure Incidents reported by Purchaser to Selected Bidder where a Valid Mobile Ticket failed validation on a bus. Total Mobile Tickets Usage = Count of all mobile tickets issued and mobile pass validated in the month.
SLA Penalty Amount	99% or more: 0 (Zero) 98% to 98.99%: 0.5% (Zero point five percent) of the Monthly Invoice Amount 97% to 97.99%: 1.5% (One point five percent) of the Monthly Invoice Amount Less than 97%: 2.5% (Two point five percent) of the Monthly Invoice Amount
Definition	‘Availability Of Mobile Tickets’ means that all Valid Mobile Tickets are validated for travel on the bus.
Critical SLA	95%

10.2.6 SLA For Smart Cards Platform

Definition	‘Availability Of Smart Cards Platform’ means that all Valid Smart Cards can be used for payments for tickets and / or validated for travel plans stored on the smart card.
SLA	The cumulative average Availability of Smart Cards Platform should be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	Availability Of Smart Cards Platform = (Card Failure Incidents / Total Card Usage) x 100% Where: Card Failure Incidents = Count of unique Failure Incidents reported by Purchaser to Selected Bidder where a Valid Smart Card failed payment or validation on a bus. Total Card Usage = Count of all smart card transactions validated in the month.
SLA Penalty Amount	99% or more: 0 (Zero) 98% to 98.99%: 0.5% (Zero point five percent) of the Monthly Invoice Amount 97% to 97.99%: 1.5% (One point five percent) of the Monthly Invoice Amount Less than 97%: 2.5% (Two point five percent) of the Monthly Invoice Amount
Critical SLA	95%

10.2.7 SLA For Cloud Based Hosting

Definition	‘Availability Of Cloud Based Hosting’ refers to the total time when the hosting infrastructure is available for performing operations.
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SLA	The average Availability of Cloud Based Hosting should be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	Availability Of Cloud Based Hosting = (((Cloud Based Hosting Scheduled Operation / Scheduled Operation Time)) x Time – System Down 100%
SLA Penalty Amount	<p>99% or more: ₹0 (Rupees Zero)</p> <p>98% to 98.99%: ₹10,000 (Rupees Ten Thousand Only) per month</p> <p>95% to 98.99%: ₹20,000 (Rupees Twenty Thousand Only) per month</p> <p>Less than 95%: ₹25,000 (Rupees Twenty-Five Thousand Only) per every 1 (one)percentage lesser, or part thereof, per month</p>
Critical SLA	94%

11. Intellectual Property Rights (‘IPR’)

11.1 Products and Fixes

1. All Products and related solutions, and Fixes provided pursuant to the Project shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such Product. The Selected Bidder shall be responsible for arranging any licenses associated with Products.
2. All the IPR related to these Products and Fixes will be owned by the Selected Bidder.

11.2 Bespoke Development

Subject to the provisions of **Clauses 11.3 and 11.4**, upon payment, the Purchaser shall be granted a nonexclusive, perpetual, fully paid-up license for any bespoke development done during the Term. Ownership of all the IPR shall lie with the Selected Bidder. To provide dashboard and MIS reports (in the form of pie chart, line diagram, bar charts etc. or any format) as per Purchaser’s requirements at no additional cost during the entire contract period.

11.3 Pre-existing Work

1. All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Project (‘**Pre-existing Work**’) including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services, each Party grants to the other Party (and their sub-contractors as necessary) a non-exclusive license to use and modify any of its Pre-existing Work provided to the other Party solely for the performance of such services for duration of the Term of this Project.
2. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Selected Bidder shall grant the Purchaser a non-exclusive, perpetual, fully paid-up license to use the Preexisting Work in the form delivered to the Purchaser only for its internal business operations.
3. Under such license, either of Parties will have no right to sell the Pre-existing Work of the other Party to a third party.

4. The Purchaser's license to Pre-existing Work is conditioned upon its compliance with the terms of the Agreement and the perpetual license applies solely to the Pre-existing Work that the Selected Bidder leaves with the Purchaser at the conclusion of the Term of the Project.

11.4 Residuals

1. In no event shall the Selected Bidder be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Tender.
2. In addition, subject to the confidentiality obligations, the Selected Bidder shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of implementing the Project.

12. Data Ownership and Data Security

12.1 Data Ownership

1. All the operational data sets as part of this Project including routes, fare charts, schedules, and crew information, etc. are owned by the Purchaser.
2. The Selected Bidder has the right to use these data sets to fulfil its obligations for the Project and to further improve the Platform.
3. The Selected Bidder shall take utmost care in maintaining security, confidentiality, and backup of this data.

12.2 Data Security

12.2.1 Data and Infrastructure Security

1. AFCS should be PCI DSS and PCI SSF certified. Card hashing/tokenization should be followed as by NCMC guidelines.
2. The Selected Bidder shall ensure use of HTTPS API for exchange of data between the server and client, be it the mobile app or dashboards for the Purchaser.
3. All APIs transferring user data or any other sensitive data shall be protected using identity tokens.
4. The Selected Bidder should use private subnets for all servers and components which don't interface with clients directly.
5. Rate limiting must be deployed to mitigate certain type of attacks.

12.2.2 Application Security

1. A centralized authentication and role-based access control system should be integrated with all systems including the mobile app, internal systems, and dashboards for the Purchaser to regulate appropriate access across users.
2. The Selected Bidder should use means to obfuscate the code on mobile applications.

12.2.3 Transaction Security

1. All smart card tickets, mobile tickets and mobile passes must be encrypted with at least AES-128 level encryption.
2. The mobile app should not allow taking screenshots, video capture, or screen casting on the ticket screens.
3. The Selected Bidder shall enable controlled provisioning of ETIM devices using the backend system.
4. There must be an ability to remotely blacklist ETIMs, smart cards, and mobile app users in case potential fraud is detected and needs to be mitigated.
5. Application upgrades on the ETIM must be secure and available OTA.
6. The ETIMs should be used in a 'kiosk' mode which doesn't allow any unauthorized access to other apps on the ETIM.

13. Confidentiality

1. The Purchaser or its nominated agencies may allow the Bidder to review and utilize confidential information and the Bidder shall maintain the highest level of secrecy, confidentiality, and privacy with regard thereto.
2. Additionally, the Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management, and maintenance of the systems / facilities.
3. The Purchaser shall retain all rights to prevent, stop, and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
4. The Bidder shall execute a non-disclosure agreement as per the format prescribed in Annexure 16 and shall ensure that all its employees, agents, and sub-contractors involved in the project execute similar nondisclosure agreements, which have been duly approved by the Purchaser with respect to this Project.
5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - a) Information already available in the public domain;
 - b) Information that has been developed independently by the Bidder or any of its employees, agents, or sub-contractors;
 - c) Information that has been received from a third party who had the right to disclose the aforementioned information; and
 - d) Information which has been disclosed to the public pursuant to a court order.
6. Notwithstanding anything to the contrary mentioned hereinabove, the Selected Bidder shall have the right to share the LOA and / or work order and / or any subsequent letters or certificates provided to it by the Purchaser in relation to the Project, solely for the purpose of and with the intent to evidence and support its work experience under this Tender.

14. Force Majeure

14.1 Definition

1. The Selected Bidder or the Purchaser, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under the Agreement to the extent that such performance is impeded by any event of force majeure ('Force Majeure'). 'Force Majeure' shall mean any event beyond the reasonable control of the Purchaser or of the Selected Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party attached.

14.2 Force Majeure Events

1. A Force Majeure shall include, without limitation, the following:
 - a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, curfew, pandemics, epidemics, quarantine, and plague;
 - c) Earthquake, landslide, volcanic activity, drought, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - d) Radioactive contamination or ionizing radiation or chemical contamination specifically affecting the Project or resulting from another Force Majeure event;
 - e) Any action by competent governmental instrumentality having jurisdiction over the Project, the Purchaser, or the Selected Bidder, resulting in a loss of access to the resources of the Project and / or the site(s) of the Project;
 - f) An act of God; or
 - g) Any other act or event or circumstance of an analogous nature.

14.3 Effects Of Force Majeure Event

1. If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within 14 (fourteen) days after the occurrence of such event.
2. The Party who has given such notice shall be excused from the punctual performance of its obligations under the Agreement for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. Timelines shall be extended as required.
3. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Agreement and to fulfil its or their obligations under the Agreement, but without prejudice to either Party's right to terminate the Agreement.

4. No delay or non-performance by either Party caused by the occurrence of any event of Force Majeure shall:
 - a) Constitute a default or breach of the Agreement; or
 - b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance;If, and to the extent that such delay and non-performance is caused by the occurrence of an event of Force Majeure.
5. If the performance of the Agreement is substantially prevented, hindered, or delayed for a single period of more than 90 (ninety) consecutive days on account of one or more events of Force Majeure during the Term, the Parties shall attempt to develop a mutually satisfactory solution.
6. Under any circumstances whatsoever, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Selected Bidder under this Project.
7. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Selected Bidder under the Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of Force Majeure. In so far as applicable to the performance of services the Selected Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, Transport Department, GNCTD practices, processes, and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

15. Material Breach

15.1 Definition

1. Material Breach by the Selected Bidder shall include the following:
 - a) If the Selected Bidder does not adhere to the 'Go Live' as mentioned in this Tender plus another 3 (three) months beyond that;
 - b) If there is a breach on the 'Critical SLA' levels mentioned in clause 10.2 for 2 (two) or more items for 3(three) or more consecutive months; or
 - c) If there is a proceeding for bankruptcy, insolvency, winding up, or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
 - d) If any advertisement of whatsoever is displayed by the bidder on any hardware, software, mobile application etc.
2. Material Breach by the Purchaser shall include the following:
 - a) When the Purchaser delays payments for 3 (three) months beyond the due date.

15.2 Effects of Material Breach

1. In the event that either Party believes that the other Party has caused a Material Breach, such aggrieved Party may serve a notice to the other Party, allowing them 3 (three) months, or any mutually agreed time period, for curing the Material Breach.

2. Any notice served pursuant to this clause shall give reasonable details of the Material Breach.
3. In case the Material Breach continues after the notice period has expired, and the Parties are unable to resolve the matter amicably, the aggrieved Party shall have the option to terminate the Agreement as per clause 16.1.

16. Termination

16.1 Termination Due to Material Breach

In the event that either Party has served a notice to the other Party for curing a Material Breach, and in case the Material Breach continues after the notice period has expired, and the Parties are unable to resolve the matter amicably, the aggrieved Party shall have the option to terminate the Agreement.

16.2 Termination for Other Reasons

Neither Party shall terminate the Agreement without a Material Breach that may cause for such termination. That, if any difference and dispute arise between the Parties during the period of this agreement, the same may be settled initially amicably by mutual discussion of both the parties. In case of failure, the Parties will comply with clause 18.5 'Settlement of Disputes'.

16.3 Effects of Termination

1. In the event that the Purchaser terminates the Agreement pursuant to Material Breach on the part of the Selected Bidder, the PBG furnished by the Selected Bidder may be forfeited.
2. In the event that the Selected Bidder terminates the Agreement pursuant to Material Breach on the part of the Purchaser, the Purchaser shall:
 - a) Return the PBG in full;
 - b) Settle all the pending dues and amounts accrued until the date of termination;
 - c) Return all hardware and other assets deployed by the Selected Bidder for the project, or compensate the Selected Bidder in lieu thereof.

The Selected Bidder shall not be liable in any manner whatsoever to the Purchaser.

3. Upon termination of this Agreement, the Parties shall comply with the Exit Management process as described herein in clause 17.

17. Exit Management

1. The Selected Bidder shall submit a detailed exit management plan 6 (six) months prior to the expiry of Term. The exit management plan shall include following, but not limited to:
 - a) Detailed inventory of all licenses, documents, manuals, etc. created under the Project;
 - b) Method of transition including roles and responsibilities of both the parties to handover and takeover the charge of project, regular activities, and support activities;

- c) Proposal for the necessary setup or institutional structure required at the Purchaser to effectively maintain the project after expiry of Term;
- d) Training and handholding of the Purchaser's staff or designated officers for maintenance of Project after expiry of Term; and
- e) Backup of all data associated with the Project in a mutually agreed format.

The Purchaser shall start preparation for the transition accordingly.

18. Other Conditions

18.1 Interpretation

1. In this Tender unless a contrary intention is evident:

- a) Unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
- b) Unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Tender including any amendments or modifications to the same from time to time;
- c) A word in the singular includes the plural and a word in the plural includes the singular;
- d) A word importing a gender includes any other gender;
- e) A reference to a person includes a partnership and a corporate body;
- f) A reference to legislation includes legislation repealing, replacing, or amending that legislation;
- g) Where a word or phrase is given a meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

18.2 Extension of Timelines

As soon as it is apparent that the Project Timelines cannot be adhered to, an application shall be sent by Selected Bidder to the Purchaser. If the failure on the part of the Selected Bidder to adhere to the Project Timelines has arisen due to any reason which the Purchaser may admit as reasonable ground for an extension of the time, the Purchaser may allow such additional time as it considers to be justified by the circumstances.

18.3 Trademark and Publicity

- 1. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party.
- 2. Neither Party shall publish nor give permission to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Tender, the Agreement, the SLA, or the business of the Parties without prior reference to and approval in writing from the other Party.

18.4 Indemnity

1. The Parties agree to indemnify each other under the Agreement in accordance with the terms and principles set out.
2. Either Party shall indemnify the other Party against all actions, suits, claims, damages and demands brought or made against it in respect of anything done or omitted to be done by the first Party in the execution of or in the connection with the Project.
3. Either Party shall indemnify the other Party against loss or damage to the other Party in consequences of any action or suit being brought against the first Party.

18.5 Settlement of Disputes

1. A Party claiming that a dispute has arisen must give the other Party to the dispute, notice setting out details of the dispute.
2. During 14 (fourteen) days (or longer if the Parties agree in writing) after a notice is given, each Party to the dispute must use its reasonable efforts to resolve the dispute.
3. If the Parties cannot resolve the dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein.
4. If the parties cannot agree on the appointment of the arbitrator within a period of 1 (one) month from the notification by one Party to the other of existence of such dispute, then the arbitrator shall be appointed by the High Court of the jurisdiction specified in this Tender.
5. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

18.6 Jurisdiction of Courts

1. In case of any claim, dispute or difference rising in respect of the Agreement, the case of action there of shall be deemed to have arisen in Delhi and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in Delhi only.

18.7 Integrity Pact

1. The Bidder is required to comply with terms of Integrity Pact as per format in **Annexure-25**.

18.8 General terms of Bidding

1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Office Memorandum issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA. Also, Bidder shall be required to comply the terms and conditions of the abovementioned Office Memorandum.

ANNEXURES

Annexure 1: Break-up of estimated Project Cost:

S. No.	Particulars	Amount (in INR)	Cost Per Bus (In INR)	Remarks
1	Fleet Size (8,800 No's)			8,800 buses
2	Number of ETMs	13,200		1.5 ETM's required per bus
3	Software Investment	7,00,00,000	7,955	Total Software Investment Rs 7.00 Crore
4	ETIMS	18,48,00,000	21,000	Per ETIM's cost Rs 14,000/- Therefore Rs.21,000/- per bus (1.5 ETIM Per Bus). (Total ETMs cost Rs 18.48 Crore for 8,800 Buses)
5	Spare Battery Cost	39,60,000	450	Spare battery cost Rs 300 (per bus and 1.5 batteries per bus) (Total cost 39.60 Lakhs for 8,800 Buses)
6	Depot Cost	2,17,00,000	2,466	Total Depot cost Rs 2.17 Crore for 62 depots
7	Control Center Hardware	70,00,000	795	Total Cost Rs 70.00 Lakh for 8,800 buses
8	Grand Total (3+4+5+6+7)	28,74,60,000	32,666	
	Grand Total (Rounded off Rs in Crores)	29		

Note: This overall cost does not include: Replacement of Hardware, and software, Maintenance of Hardware and Software, Operational (Opex) Cost for the project, and Recurring/Permanent items like Space, internet connectivity, electricity etc.

A: Capital Expenses to Start the Operations: Rs. 25.88 Crore

S. No.	Particulars	Per Bus Requirement
1	ETIM	1.5 Unit
2	Spare Battery	1.5 Unit
3	One time Software Cost	

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B: Control Command Center: Equipment required along with description.
(Separate for Delhi Transport Corporation & Cluster Buses)

B1. Equipment required along with description at Control Command Center to be
provided at Delhi Transport Corporation: Approx. Rs. 36 Lakhs

Sr. No	Equipment Description	Equipment: companyname/model	Unit*
1	Video Wall	Sharp	1
2	Security System - I	CP+ DVR	2
3	Security System - II	CP+ Camera	2
4	Security System - III	Smoke Detectors	30
5	Security System -IV	Access card controller	2
6	EPABX	NEC 8100	1
7	Printer -I	Lexmark X925de4	1
8	Printer - II	Lexmark CX410de	2
9	L2 Switch -I	SMC	2
10	L2 Switch - II	D-Link DGS3100	2
11	Router	Juniper SSG20	2
12	Rack	600W Cyber Rack 42U/1000D	2
13	UPS	20KV Eaton-E Series DX	2
14	UPS Battery	45AH	64
15	Desktop Monitor	Acer S220HQL 21.5" LCD Monitor	15
16	CPU	Acer Core i5 Proc 4GB/500GB/HDD/22"TFT	15
17	Connectivity	Dedicated Lease Line with back up	1
18	AC-Centralized	40LC-012DRM	1

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B2. Equipment required along with description at Control Command Center to be provided at Transport Department, GNCTD for Cluster Buses: Approx. Rs. 32 Lakhs

Sr. No	Equipment Description	Equipment: companyname/model	Unit*
1	Video Wall	Sharp	1
2	Security System - I	CP+ DVR	2
3	Security System - II	CP+ Camera	2
4	Security System - III	Smoke Detectors	30
5	Security System -IV	Access card controller	2
6	EPABX	NEC 8100	1
7	Printer -I	Lexmark X925de4	1
8	Printer - II	Lexmark CX410de	2
9	L2 Switch -I	SMC	2
10	L2 Switch - II	D-Link DGS3100	2
11	Router	Juniper SSG20	2
12	Rack	600W Cyber Rack 42U/1000D	2
13	UPS	20KV Eaton-E Series DX	2
14	UPS Battery	45AH	64
15	Desktop Monitor	Acer S220HQL 21.5" LCD Monitor	15
16	CPU	Acer Core i5 Proc 4GB/500GB/HDD/22"TFT	15
17	Connectivity	Dedicated Lease Line with back up	1
18	AC-Centralized	40LC-012DRM	1

C: Depot Infrastructure Cost:

Sr. No.	Equipment Description	Equipment: companyname/model	Unit
1	Computer		4
2	UPS		4
3	Printer	Laserjet Printer	4
4	Charging Rack	To cater the depot ETIM requirement	1
5	Networking & internet connection		1

Annexure 2: Functional Details of ETIM

Issuance And Validation of Tickets, Passes, And Other Travel Plans

1. The ETIMs must facilitate the issuance and / or validation of tickets, passes, and other travel plans via the following fare media:
 - a) Cash tickets;
 - b) NFC-based smart cards;
 - c) Mobile app; and
 - d) Other media as may be developed from time to time and mutually agreed between the Parties.
2. The printed travel receipts issued shall comply with the requirements of the Purchaser, and as may vary from time to time.
3. The conductor shall be able to manually adjust the current origin location.
4. The ETIM must have the ability to add a configurable fine (either optional or mandatory for use by the conductor) to a ticket or any travel receipt.
5. The ETIM must be able to record and print various types of tickets and travel receipts – general ticket, group ticket (adult + child + concession), other concession tickets, differential fare ticket, various schemes tickets, luggage ticket, package ticket etc.
6. Types of fares and tickets should be able to be created centrally and updated to ETIM devices via OTA updates.
7. The ETIMs should be able to issue refunds of fare in case of change in service type or full / partial cancellation of service or face value revision.
8. The ability to view the details of any ticket issued by the conductor.
9. Record the details of passengers travelling on a valid ticket from whom fare is not collected by the conductor, such as mobile ticket holders, pre-paid smart card pass holders, monthly / quarterly pass holding passengers, employee duty pass holders, etc.
10. Tickets and passenger information should be encrypted and relayed in real-time to the AFCS without data loss, and also available in batches for reconciliation and settlement as per operational cycles, e.g. for each trip, for each shift, at the end of each day, etc.
11. In the case of loss of data connection, transactions must be stored locally and then transmitted to the AFCS upon re-establishment of the data network.
12. All tickets functions must work in offline mode in the case of loss of data connection and then be settled by batch mode as required.
13. Tickets shall be available in Hindi/English for printing.
14. The user interface shall allow an experienced conductor to issue a ticket in less than 4 (four) seconds.
15. At the end of each trip, the ETIM should be able to print a trip summary report.
16. The ETIM should have the capability to update fare rules, fare tables etc. dynamically via OTA updates.
17. The ETIM must be able to validate all forms of pre-purchased tickets, passes, or other travel plans (mobile tickets or passes, smart card tickets or passes, paper-based tickets) in both online and offline mode. These tickets could be single-journey, return and / or monthly passes, or other multi-journey tickets.

18. The ETIM shall be compatible with National Common Mobility Cards ('NCMC').

Access To ETIM

1. The conductor should be able to login to the ETIM via a combination of username + password (ID + PIN), or via any other secure means
2. Other roles may be required to login to the device based on varying operational needs

Data Stored and Transmission

1. The ETIM shall store all required transaction data on-board, including:
 - a) Date and time of transaction
 - b) Device ID
 - c) Employee ID of conductor
 - d) Ticket serial number
 - e) Ticket origin
 - f) Ticket destination
 - g) Transaction Value
 - h) Trip code
 - i) Smart card serial number (if applicable)
 - j) Transmission status (i.e. successfully or not successfully transmitted to AFCS)
 - k) Vehicle number
 - l) Any additional data that may be deemed necessary to the transaction
2. The ETIM shall have sufficient memory to store a minimum of one week's worth of transaction records apart from other mandatory software/ firmware etc.
3. Only successfully transmitted transaction data records shall be overwritten by new transaction data records.
4. ETIMs shall be connected to the AFCS through mobile network data connection, and have the capability to transmit real-time ticket transactions, battery status, count of tickets, etc. to the AFCS.

Smart Card and Mobile App Usage With ETIM

1. The ETIM shall have a trip validation functionality whereby when a smart card is brought in proximity to the reader or when a QR code is scanned with the ETIM's camera, the ticket details necessary for the conductor to verify are displayed on the ETIM's display.
2. Upon successful completion of any transaction with a smart card or mobile app, the ETIM shall indicate successful completion via its display and optionally a distinct audio message as well.
3. The ETIM device shall have balance check functionality whereby the prepaid wallet balance available on a smart card, any outstanding trip details, and status of the smart card are displayed on the ETIM display.

Performance Requirements

1. The ETIMs should be able to perform without any material degradation of performance over time.

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2. The ETIMs should have an accuracy of 99% for every transaction, and any MIS reports generated through the ETIM.
3. The time taken to print a ticket through the ETIM after data entry should not exceed 2(two) seconds per transaction.
4. The Selected Bidder shall ensure availability and uptime of ETIMs and any related software Platform as per SLA mentioned.
5. The ETIMs must be rugged enough to withstand the harsh public transport environment and be dust and water resistant.
6. The ETIMs must have multiple means of transferring data to the cloud in case of lack of mobile network data connectivity such that there is no loss of data for the Purchaser.
7. The ETIMs should have an integrated display that can be easily read under all conditions of ambient light throughout the day and night

Annexure 3: Technical Specifications of ETIM

Processor

Application processor: ARM Cortex Quad Core

Memory

1GB RAM + 8GB Flash

Operating System

Android 5.1 or higher with security payment system

SIM And SAM

1 x SIM

1 x SAM

Card Readers

Magstripe: ISO 1/2/3

Smartcard: EMV Level 1

Contactless: EMV Level 1 and 2 compliant

NFC: ISO/ICE 14443 Type A&B, Mifare cards

Display

5.5 inches IPS colour 1280x720 pixels

Touchscreen Capacitive

Keypad

Onscreen virtual keyboard

Positioning

GPS

Audio

1 speaker

1 microphone

Biometric Reader

For validation by conductor

Cameras

Rear: 5 megapixels autofocus camera

Front: 0.3 megapixels

Thermal Printer

Speed in lines / sec: Up to 18 lines / second

Paper roll cage: 58 mm width x 40 mm diameter

Terminal Connectivity

Mobile Data: 4G or LTE

WiFi: WiFi b / g / n

Bluetooth: 4.x

Terminal Connections

USB: Micro-USB OTG or USB-C

Battery

Li-ion equivalent to 18 Wh or more

Weight

470 grams or lesser

Environment

Operating temperature DC unplugged: 0°C to +40°C

Operating temperature DC plugged: 0°C to +40°C

Storage temperature: 0°C to +40°C

Security And Certifications

Certified PCI PTS 5.x, EMV certified

RuPay, qSPARC certified for NCMC

Annexure 4: Functional Details of AFCS

Integration With All System Components

1. Acquire and process all the transactions from all fare media at acceptance infrastructure.
2. Push all necessary fare media parameters and fare tables information to ETIMs via OTA updates.
3. Communicate with each ETIM via the network and process the data received to provide overall audit, statistical and operational information.
4. Generate the necessary management reports from the fare media transaction information.
5. Dynamically refresh the mobile app for products, fares, ticket and pass types, and other parameters.

Reconciliation And Real-Time Reporting

1. Automatic generation of daily, weekly, monthly, and yearly reports, and for any time period selected, for revenue reconciliation using the transactions and revenue data.
2. Reports shall be generated vehicle-wise, route-wise, depot-wise, and shift-wise.
3. Reconciliation reports should be generated at the end of each shift and end of each day for each device.
4. The functionality should have the ability to correct manual errors, if any.
5. The AFCS should reconcile tickets / passes issued at the end of each day for each device.
6. Each depot's information shall be collated, and the collective revenue generation report shall be made available to the Purchaser's officials.

Database Management System

1. Support exception handling, validation, and security.
2. Parallel processing of transactions.
3. Maintain historic data for the entire Term of the Project.

Product Configuration Management

1. Configure transport products with parameters such as product ID, name, duration of product, number of trips per day, routes or stops, device type, fare, discounted fare, applicable passenger categories, etc.

Security Management

1. Restrict access to entire AFCS only to authorized users.
2. Create different user groups and assign different access levels / privileges.
3. Maintain transaction logs to record all changes to database, etc.
4. Security breach reports must be sent to authorized personnel as per the SLA.
5. Biometric based access by the conductor on hand held device (ETIMs)

Tickets And Revenue Reports

1. Facility to generate and view online, real-time project and MIS reports for transactions handled during a specific period, transaction density trends for any specific periodicity (hourly, weekly, daily etc.) and any bottleneck situation creating dependency at any stage.
2. The MIS details would be worked out during the System Requirement Specifications ('SRS') stage in mutually decided formats.
3. The following is an indicative list of MIS reports. The Purchaser and the Selected Bidder can mutually agree on more reports that might add value to the Project.
 - a) Machine detail report indicating number of online ETIMs, number of ETIMs in depots and unmoved / idle ETIMs in depot on at a date and time.
 - b) Daily collection report (conductor-wise, route-wise, depot-wise, etc.)
 - c) Conductor-wise shortage / excess report
 - d) Passenger count by trip, route, on a daily, weekly, monthly basis
 - e) Stop-wise boarding and de-boarding reports
 - f) Maintenance and failure reports
 - g) End of day reports to report all transactions from an ETIM
 - h) Network availability report
4. All reports to be available daily, weekly, monthly, quarterly, annually or for any selected time period, as mutually decided by the Purchaser and the Selected Bidder. The Purchaser and the Selected Bidder shall decide the format of the reports and the need for any additional reports during the Term.

Annexure 5: Functional Details of Mobile App

Mobile Tickets

1. Passengers can purchase any form of tickets available through the mobile app deployed under this Project that the Purchaser permits to be launched for the benefit of passengers.
2. The various tickets options available are - single journey, or monthly / quarterly passes (or for any other duration), or concession (special category) passes etc. The Selected Bidder may choose to innovate and introduce new travel plans, in close coordination and with the approval of the Purchaser, for the benefit of the travelling public.
3. Tickets once purchased to be stored securely in such a manner that they can be presented for validation even if the user's mobile phone is offline without a data connection.
4. Multiple passengers may ride using one ticket on one phone as long as the correct number of tickets or rides have been validated.
5. The app shall have the capability to store preferred routes, source and destination stations etc. to allow quick booking of tickets for frequent travellers.

Mobile Passes and Other Travel Plans

1. Passengers can purchase any form of passes or other travel plans available through the mobile app deployed under this Project that the Purchaser permits to be launched for the benefit of passengers.
2. Various types of passes shall be available – one day pass, weekly pass, monthly pass, tourist pass, student concession pass, and any other pass or travel plan that the Purchaser permits.
3. Passes once purchased to be stored securely in such a manner that they can be presented for validation even if the user's mobile phone is offline without a data connection.

Other Functionality on The Mobile App

1. In addition to the above, the mobile app should also let users live track their buses with live time of arrival functionality for planning their journey better.
2. The Purchaser will let the Selected Bidder integrate with their existing live bus tracking Platform so that the Selected Bidder can display buses live on the mobile app, thereby bettering the mobile tickets and passes experience for passengers.
3. The mobile app also should have a live passenger indicator feature by which users can view how crowded the bus is on a live basis, whether seats are available, or standing space is available, or if the bus is filled to capacity.
4. The mobile app should have a trip planner where a user can enter their point of origin and destination, and see all the bus route combinations along with fares and live arrival times available for their trip.
5. The mobile app should enable users to locate their nearest bus stops.
6. The mobile app should have an SOS function to enable sending an emergency message to selected contacts on their mobile phone. The Purchase should have the option to also be notified of all SOS messages.
7. The mobile app should be able to display service update messages to users based on the routes they are searching for.
8. The application shall have the capability to push notifications to users for important updates, notices from the Purchaser, promotions, etc.

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9. The mobile application should be available in English, Hindi and other languages as may be agreed between the Purchaser and Selected Bidder from time to time.

Validation / Authentication of Mobile Tickets and Passes

1. The mobile ticket / pass must withstand both digital authentication through QR using the ETIMs provided under this Project and / or any other secure method of validation that the Purchaser may approve.
2. Mobile ticket / pass validation must function fully offline on both the ETIM and the passenger's mobile phone.

Security of Mobile Tickets and Mobile Passes

1. Mobile tickets / passes should be free from duplication.
2. All the basic details of the passenger should be visible on the ticket / pass screen for easy verification by the bus crew and ticket checkers.
3. The QR code displayed for validation should be dynamic and refresh each second for an enhanced layer of security to the tickets feature.
4. The app must prevent users from taking screenshots and / or video recordings of the pass in order to avoid fraud.
5. There should be a feature for users to 'activate' their tickets / passes at the time of boarding the bus. Tickets / passes once activated shall remain active only for a specified time period.
6. Tickets / passes purchased on a specific mobile device shall be 'locked' on to that specific mobile device, and shall only be transferred from one device to another via the approved process of the Purchaser.
7. At any point in time, it should be possible for a ticket inspector to inspect the QR code ticket / pass using an ETIM or any other device, and impose a fine on the passenger if s/he is found to travel with an invalid ticket / pass.

Payment Integration and Security

1. All online payments must use state of the art 128 bit or higher security.
2. Payment options include RBI-approved digital payment options, including UPI, debit cards, credit cards, net banking, and others.
3. The Purchaser shall have the option to bear the payment gateway charges on digital tickets (if any) themselves, or pass them on to passengers transparently. UPI payments would be free under the government framework.

Others

1. The Selected Bidder and the Purchaser shall jointly market the proposition to public transport users to drive migration towards usage of the mobile app, mobile tickets and mobile passes.
2. The Selected Bidder shall create an ability for the Purchaser to be able to validate and audit mobile tickets / passes without requiring to print ticket receipts from ETIMs.

Annexure 6: Technical Specifications of Mobile App

Mobile App Technical Specifications

1. The mobile app should function on all Android smart phones supporting Android OS version 7 or higher.
2. A web version of the mobile app should be released to support all other mobile operating systems, including iOS.

Annexure 7: Functional Details of Smart Cards / NCMC Platform

Overview

1. Smart cards /NCMC shall work as 100% contactless tap-to-pay cards
2. The smart cards /NCMC must be NFC enabled.
3. The smart card / NCMC should be able to concurrently store:
 - a) Closed System PPI;
 - b) NCMC shall be co-branded with the Purchaser conforming to applicable NCMC guidelines; and
 - c) A travel plan such as a pass, or any other travel plan as defined by the Purchaser.
4. The Platform shall have the capability to remotely blacklist smart cards in circulation.
5. The Platform shall have the capability to reject expired, invalid, or blacklisted smart cards.
6. At any point in time, it shall be possible for a ticket inspector to validate smart card tickets and passes using an ETIM or any other device, and impose a fine on the passenger if s/he is found travelling with an invalid ticket / pass.
7. The Purchaser shall set up distribution points for the sale of cards.
8. Conductors should be able to issue and recharge smart cards in the bus using their ETIM device.
9. The Selected Bidder shall ensure sufficient training is provided to the Purchaser's employees on all aspects of the smart card Platform and smart card usage.
10. The Selected Bidder shall setup guidelines and processes for the Purchaser and the bus crew to be able to issue smart cards, take deposits, and return deposits at the time of return of card, if required.
11. The Selected Bidder shall provide software to support and scale for 100(one hundred) lakhs card transactions per day.
12. The Selected Bidder shall provide dashboards, reports, MIS, and SLA Tools as agreed with the Purchaser.
13. The Selected Bidder shall create an ability for the Purchaser to be able to validate and audit smart card tickets / passes without requiring to print ticket receipts from ETIMs.
14. Smart card tickets shall be contactless by completely eliminating the need to hand over paper ticket to passengers for validation or proof purposes.

Annexure 8: Technical Specifications of Smart Cards Platform

Smart Cards Technical Specifications

1. The smart cards must contain a MiFare Plus SE 1K chip.
2. The smart cards must support ISO/IEC 14443-3A UIDs.

Annexure 9: Change Request Note Format

Change Request Notice Number:	Date of Initiation:
Part A: Initiation	
Title:	
Originator:	Sponsor:
Details of Proposed Change: (Include reason for change and appropriate details / specifications. Identify attachments as A1, A2, A3, etc.)	
Authorized by the Purchaser Signature Name: Title: Date:	Received by the Selected Bidder Signature Name: Title: Date:
Part B: Evaluation	
Brief Description of Solution: (Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Impact:	
Deliverables:	
Timelines:	Charges for Implementation: Include payment schedule
Authorized by the Purchaser Signature Name: Title: Date:	Received by the Selected Bidder Signature Name: Title: Date:
Part C: Authority to Proceed	
Implementation of this CRN as submitted in Part A, in accordance with Part B is: (tick as appropriate) <input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Requires Further Information (as follows, or as Attachment 1, etc.)	
Authorized by the Purchaser Signature Name: Title: Date:	Received by the Selected Bidder Signature Name: Title: Date:

Annexure 10: Financial Bid Format

Note: To be furnished by the bidder / lead bidder on their letterhead and signed by an authorized signatory.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

Subject: Submission of Financial Bid for ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi’.

Dear Sir,

1. I, the undersigned, on behalf of, herewith submit my financial bid as under.
2. I have read the Tender documents in detail, and based on my full study of the above-mentioned document and the conditions, I undertake to complete the Scope of Work in accordance with the terms and conditions of the Tender.

	Amount In Figures (In Paise)	GST Amount In Figures (In Paise)	Gross Amount in Figures (In Paise)
Per Passenger Ticket Quote			

Please note that GST is extra as applicable.

Note: This sheet is only informative. The bidder shall quote their rates in paise and in the format as provided at the website <https://govtprocurement.delhi.gov.in>.

For,

(Signature of the authorized signatory along with company seal) Name:

Designation:

Date:

Place:

Business Address:

Annexure 11: Bidder Details Format

Note: To be furnished by the bidder in the case of a sole bidder, or all bidders in the case of a consortium on their letterhead and signed by an authorized signatory.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

Subject: Submission of Bidder Details in response to Request for Proposal for ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster buses’

Dear Sir,

I, the undersigned, on behalf of, herewith submit our details as requested for in the Tender document, as under.

Details Required	Response
1. Name of the Company/ Bidder	
2. Year of establishment of the Company/Bidder	
3. Head Office Address	
4. Telephone No. (with STD Code)	
5. Fax No. (with STD Code)	
6. E-mail Address	
7. Name of the key representative for this project	

As of this date the information furnished in all parts of this form is accurate and true to the Transport Department, GNCTD of my knowledge.

For,

(Signature of the authorized signatory along with company seal)

Name:

Designation:

Date:

Place:

Business Address:

Annexure 12: Consortium Agreement Format

Note: To be executed 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 AGREEMENT (hereinafter referred to as 'Consortium Agreement') executed on this day of Two Thousand

By:

M/sa Company incorporated under the laws of.....and having its registered office at..... (hereinafter referred to as the 'Lead Bidder' which expression shall include its successors);

And

M/s a Company incorporated under the laws of and having its registered office at (hereinafter referred to as the 'Second Bidder' which expression shall include its successors);

And

M/s a Company incorporated under the laws of and having its registered office at (hereinafter referred to as the 'Third Bidder' which expression shall include its successors).

The Lead Bidder, the Second Bidder, and the Third Bidder shall collectively hereinafter be referred to as the 'Consortium Members' for the purpose of submitting a proposal (hereinafter referred to as 'Bid') for the work of 'Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, GNCTD'(hereinafter referred to as 'Project') of Transport Department, GNCTD (hereinafter referred to as the 'Purchaser') in response to Request For Proposal document Tender number dated (hereinafter referred to as 'Tender') for the purposes of submitting the Bid and entering into an agreement in case of award for the work of the Project.

WHEREAS the Purchaser has invited bids vide the Tender;

ANDWHEREAS as per the Tender, consortium bids will also be considered by the Purchaser provided they meet the specific requirements in that regard;

AND WHEREAS the Bid is being submitted to the Purchaser vide proposal dated.....based on the Consortium Agreement and the Bid with its forms and submission documents, in accordance with the requirement of Tender terms, have been signed by all the parties and submitted to the Purchaser;

AND WHEREAS clause 1.2.2 of the Tender stipulates that a consortium of maximum 3 (three) companies, meeting the requirements stipulated in the Tender may submit a Bid signed by Lead Bidder so as to legally bind all the Consortium Members to the Purchaser and the duly signed Consortium Agreement shall be attached to the Bid.

NOW THEREFORE, in consideration of the mutual covenants herein and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, we agree as follows:

1. We, the Consortium Members, hereby confirm that the name and style of the consortium shall be..... (herein referred to as 'Consortium').
2. That the above named Lead Bidder shall act as Lead Bidder for self, and for and on behalf of the above named Second Bidder and Third Bidder, and further declare and confirm that we shall jointly and severally be bound unto the Purchaser for the successful performance of the obligations under the Tender and resulting contract agreement(s) submitted / executed by the Lead Bidder in the event of our selection for Project. Further, the Lead Bidder is authorized to incur liabilities and receive instructions for and on behalf of any or all Consortium Members.

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3. The composition or the constitution of the consortium shall not be altered without the prior consent of the Purchaser.
4. The roles and responsibilities of the Consortium Members for execution of various components/activities of the Project shall be as under:

Project Components / Activities	Roles and Responsibilities of Lead Bidder	Roles and Responsibilities of Second Bidder	Roles and Responsibilities of Third Bidder
1.			
2.			
3.			
4.			
5.			
6.			
7.			

5. It is agreed that the Lead Bidder shall be liable for the entire scope of work and risks involved thereof. It is also agreed that all Consortium Members shall be held equally responsible along with the Lead Bidder for the obligations under the Tender, Project, and the Consortium Agreement, as per the scope of work, roles, and responsibility agreed in the Consortium Agreement.
6. For the purpose of this Consortium Agreement, the Tender and the implementation of the Project, the Lead Bidder shall be the single point of contact for the Purchaser, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Consortium Members are complying with the terms and conditions set out in the contract with the Purchaser and the Tender.
7. If the Purchaser 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 Tender (herein referred to as the 'Agreements') or any shortfall in the performance of the transaction or in meeting the performances guaranteed as per the Tender and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to the Purchaser on its demand without any demur or contest. The Purchaser shall have the right to proceed against any of the Consortium Members and it shall neither be necessary nor obligatory on the part of the Purchaser to proceed against the Lead Bidder before proceeding against or dealing with the other Consortium Member.
8. The financial liability of the Consortium Members to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of obligations under the Tender and the Agreements shall not be limited so as to restrict or limit the liabilities of any of the Consortium Members.
9. It is expressly agreed by the Consortium Members that all the due payments shall be made by the Purchaser to Lead Bidder only.
10. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.

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11. It is also hereby agreed that Lead Bidder shall, on behalf of the Consortium Members, submit the Bid and performance security as specified by the Purchaser in the Tender.
12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by the Purchaser.
13. This Consortium 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 Agreements, Tender, and under this Consortium Agreement.
14. Any other terms and conditions agreed between the Consortium Members shall not be in contradiction to the Tender and above mentioned terms and conditions.

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

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

Annexure 13: Request for Clarification Format

Note: Please submit clarifications via email in an Excel file format as per the instructions provided in the section titled Data Sheet only.

Clarification Requested By:

Details Required	Response
Name	
Designation	
Company Name	
Company Address	
Contact Number	
E-mail Address	
Date	

Clarification Request Format

	RFP Document Reference(s) Section and Page Number(s)	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Annexure 14: Performance Bank Guarantee Format

Note: To be furnished by the bank on their letterhead and signed by an authorized signatory for the bank, along with the seal of the bank, and one witness signature.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

WHEREAS,..... (hereinafter referred to as the 'Selected Bidder') has undertaken, in pursuance of contract no. dated.....(hereinafter referred to as 'Agreement') to provide implementation services for 'Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster buses' to Transport Department, GNCTD (hereinafter referred to as the 'Purchaser');

AND WHEREAS it has been stipulated by in the said Agreement that the Selected Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHEREAS we,, a banking company incorporated and having its head /registered office at and having one of its office at have agreed to give the Selected Bidder such a bank guarantee.

NOW, therefore, we hereby affirm that we guarantors are responsible to you, on behalf of the Selected Bidder, up to a total of ₹..... (Rupees only) and we undertake to pay you, upon your first written demand declaring the Selected Bidder to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of ₹.....(Rupees only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Selected Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed there under or of any of the Agreement documents which may be made between you and the Selected Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed ₹..... (Rupees only).
- This bank guarantee shall be valid until.....
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before failing which our liability under the guarantee will automatically cease.

As communicated by the Selected Bidder on the date of execution of this bank guarantee, there are no outstanding amounts / an amount of ₹..... (Rupees only) is outstanding and payable to Selected Bidder related to previous contracts between the Selected Bidder and the Purchaser.

Annexure 15: Earnest Money Deposit Format

Note: To be furnished by the bank on their letterhead and signed by an authorized signatory for the bank, along with the seal of the bank, and one witness signature.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

WHEREAS (hereinafter referred to as the 'Bidder') has decided to participate in the tender number (hereinafter referred to as the 'Tender') published by the Transport Department, GNCTD (hereinafter referred to as the 'Purchaser').

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a demand draft or pay order or bank guarantee (of a scheduled Indian bank) for the sum specified therein as Earnest Money Deposit ('EMD') for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee.

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of ₹..... (Rupeesonly) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the Tender conditions and without cavil or argument any sums within the limit of ₹..... (Rupees only) as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until.....

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed ₹..... (Rupees only).
- This bank guarantee shall be valid until
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before failing which our liability under the guarantee will automatically cease.

Annexure 16: Non-Disclosure Agreement

Note: To be executed 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 AGREEMENT (hereinafter referred to as the 'Agreement') is made on the day of....., between, Transport Department, GNCTD (hereinafter referred to as the 'Purchaser') and (hereinafter referred to as the 'Bidder') having its registered office at

WHEREAS the Purchaser has issued a public notice inviting various organisations for the 'Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi under Delhi Transport Corporation and Cluster buses' (hereinafter referred to as the 'Project');

AND WHEREAS The Bidder has represented to the Purchaser that it is interested in submitting a proposal (hereinafter referred to as the 'Bid') for the Project.

NOW THEREFORE, the Purchaser and the Bidder agree as follows:

1. The Purchaser agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document (hereinafter referred to as the 'Tender'). The Tender contains details and information of the Purchaser's operations that are considered confidential.
2. The Bidder to whom this Tender is disclosed shall:
 - a) hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - b) restrict disclosure of the information solely to its employees and other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
 - c) use the information only as needed for the purpose of preparing its Bid for the Project;
 - d) except for the purpose of preparing its Bid for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and undertake to document the number of copies it makes; and
 - e) on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser all information in a tangible form or destroy such information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - a) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure;
 - b) Is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent, or implementation agency of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
4. The Agreement shall apply to all information relating to the Project disclosed by the Purchaser to the Bidder.
5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

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6. The Purchaser reserves the right to share the information received from the Bidder under the ambit of the Right to Information Act, 2005.
7. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the Purchaser is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
8. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
9. Upon written demand of the Purchaser, the Bidder shall
 - a) Cease using the information;
 - b) Return the information and all copies, notes, or extracts thereof to the Purchaser forthwith after receipt of notice; and
 - c) Upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
10. This Agreement constitutes the entire Agreement between the Purchaser and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
11. Confidential information is provided 'as-is'. In no event shall the Purchaser be liable for the accuracy or completeness of the confidential information.
12. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.
13. This agreement shall be governed by and construed in accordance with the laws of India, and the courts of Delhi shall have jurisdiction.

For,

(Signature of the authorized signatory along with company seal) Name:

Designation:

Date:

Business Address:

Annexure 17: Power of Attorney for Signing the Bid

Note: To be executed 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.

Know by all men by these presents, we having registered office atdo hereby constitute, appoint and authorize Mr. / Ms., residing atwho is presently employed with us and holding the position of.....as our Attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our proposal (hereinafter referred to as the 'Proposal') in response to the Request for Proposal for 'Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster buses' (hereinafter referred to as the 'Tender')including signing and submission of all documents and providing information / responses to Transport Department, GNCTD (hereinafter referred to as the 'Purchaser'), representing us in all matters before the Purchaser, and generally dealing with the Purchaser in all matters in connection with our Proposal for the said Tender.

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

For,

Accepted,

(Signature of the authorized signatory along with (Signature of the Attorney) company seal)

Name:

Name:

Title:

Designation:

Address:

Date:

Business Address:

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. Whenever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board of shareholders' resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidder / members of the consortium from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian embassy if it carries a conforming Apostille certificate.*

Annexure 18: Power of Attorney for Lead Bidder of Consortium

Note: To be executed 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.

Know all men by these presents that we, the members whose details are given hereunder, have formed a consortium (hereinafter referred to as the 'Consortium Members' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns)

1. M/s having registered / head office at
2. M/s having registered / head office at
3. M/s having registered / head office at

Do hereby constitute, nominate, and appoint M/shaving its registered/ head office at.....as our duly constituted lawful Attorney (hereinafter referred to as the 'Lead Bidder') to exercise all or any of the powers for and on behalf of the Consortium Members to participate in the Bid for 'Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster buses', as per the scope of work stipulated therein for which proposal(s) (herein referred to as 'Bid(s)') have been invited by the Transport Department, GNCTD (hereinafter referred to as the 'Purchaser'), to undertake the following acts:

1. To submit Bid, participate, and correspond in respect of the aforesaid Bid on behalf of the Consortium Members.
2. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Purchaser ('Contract') for and on behalf of the Consortium Members.
3. To do any other act or submit any document related to the above.
4. To receive, accept, and execute the Contract for and on behalf of the Consortium Members.
5. To submit the performance security or additional performance security in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Bidder shall ensure performance of the Contract and if either of the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds, and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers shall always be deemed to have been done by us.

It is expressly understood that this Power of Attorney shall remain valid, binding, and irrevocable till completion of the Contract period.

The Consortium Members hereby agree and undertake to ratify and confirm all the whatsoever the said Lead Bidder quotes in the Bid, negotiates, and signs the Contract with the Purchaser and/or proposes to act on behalf of the Consortium Members by virtue of this Power of Attorney and the same shall bind the Consortium Members as if done by itself.

In Witness Whereof, the members constituting the Consortium Members as aforesaid have executed these presents on thisday of.....

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For and on behalf of M/s,

(Signature of the authorised signatory along with company seal) Name:

Designation:

Date:

Business Address:

For and on behalf of M/s,

(Signature of the authorised signatory along with company seal) Name:

Designation:

Date:

Business Address:

For and on behalf of M/s,

(Signature of the authorised signatory along with company seal) Name:

Designation:

Date:

Business Address:

Accepted,

(Signature of the Attorney) Name:

Title:

Address:

Witnesses:

- 1.
- 2.

Notes:

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

Annexure 19: Pre-Qualification Submission Letter

Note: To be furnished by the bidder / lead bidder on their letterhead and signed by an authorized signatory.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

Subject: Pre-Qualification submission letter in response to Request for Proposal for ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for transport department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster Buses’

Dear Sir,

1. We hereby request to be qualified with the Transport Department, GNCTD (hereinafter referred to as the ‘Purchaser’) as a bidder for your Request for Proposal for ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster Buses’ against Tender No..... (hereinafter referred to as ‘Tender’). I / We declare that all the services shall be performed strictly in accordance with the Tender and we agree to all the terms and conditions in the Tender.
2. I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the scope of work, terms and conditions, functional requirement specifications and technical specifications which may have been mentioned in our proposal.
3. We authorize the Purchaser or their authorized representatives to conduct any investigations to verify the statements, documents, and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Purchaser to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name:
Designation:
Telephone:
E-mail Address:
5. We declare that the statements and the information provided in the duly completed application to Transport Department, GNCTD of our knowledge, are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete, or incorrect, we hereby authorize the Purchaser to reject our application.
6. We confirm having submitted the information as required by you in clause 2.4.4 ‘Pre-Qualification Criteria’. In case you require any other further information / documentary proof in this regard before / during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
7. We undertake, if our proposal is accepted, to provide all the services related to the Tender put forward in the bid document or such features as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.

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8. We agree for unconditional acceptance of all the terms and conditions set out in the Tender and agree to abide by this bid response for a period of 210 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Purchaser.
9. We hereby declare that in case the contract is awarded to us, we will submit the Performance Bank Guarantee as required in clause 2.4.9 of the Tender.
10. I/We understand that the Purchaser reserves the right to reject any application without assigning any reason whatsoever.
11. I/We hereby undertake that I/ we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act, 1988 and the Prevention of Corruption (Amendment) Act, 2018 in connection with the bid.
12. All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender. All the prices and other terms and conditions of this Bid are valid for a period of 210 calendar days from the date of opening of the Bid.
13. I / We understand that the actual payment shall be made as per the prevailing tax rates at the time of payment.
14. I / We further confirm that the prices stated in our bid are in accordance with your 'Instructions to Bidders' in clause 1 in the Tender.
15. We declare that our bid price is for the entire scope of the work as specified in the Tender. These prices are indicated in the financial bid submitted as part of the requirements of Tender.
16. I/We do hereby undertake that the financial bid submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarification provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our financial bid is firm and final and any clarifications sought by you and provided by us shall not have any impact on the financial bid submitted by us.
17. Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the bid.
18. We hereby declare that our bid is made in good faith, without collusion or fraud, and the information contained in the bid is true and correct to the Transport Department, GNCTD of our knowledge and belief.
19. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
20. It is hereby confirmed that I/we are entitled to act on behalf of our company/ firm/ organization and are empowered to sign this document as well as such other documents, which may be required in this connection.
21. We declare that we have read through the Tender document and all related clarifications and corrigendum.

For,

(Signature of the authorized signatory along with company seal) Name:

Designation:

Date:

Place:

Business Address:

Annexure 20: Pre-Qualification Checklist

Note: The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidences and supporting information to enable the Purchaser to evaluate the eligibility of the Bidder without ambiguity.

	Criteria	Pre-qualification Criteria description	Supporting Document(s)	Response (Yes / No)	Reference in Response to Pre- Qualification Bid (Section and Page Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Annexure 21: Anti-Blacklist Self Declaration Form

Note: To be furnished by the bidder / each consortium member on their letterhead and signed by an authorized signatory.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

Subject: Declaration for not being under an ineligibility for any reason with any of the Government or Public Sector Units, or State or Local Governments in India

Dear Sir,

In response to your Request for Proposal ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster Buses’ Tender No. (hereinafter referred to as ‘Tender’), I / we hereby declare that presently our company / firmhas an unblemished record and has not been declared ineligible for any reason either indefinitely or for a particular period of time by any State or Central Government or autonomous body, or public sector unit.

We further declare that presently our company/ firm.....is not blacklisted and not declared ineligible for any reasons by any State or Central Government or autonomous body, or public sector unit as on the date of bid submission.

If this declaration is found to be incorrect then, without prejudice to any other action that may be taken, our earnest money deposit amount may be forfeited in full and our bid, if any, to the extent accepted, may be cancelled.

For,

(Signature of the authorized signatory with company seal) Name:

Designation:

Date:

Place:

Business Address:

Annexure 22: Financial Capability

Note: To be furnished by the chartered account of the bidder / each consortium member on their letterhead and signed by an authorized signatory. Please attach supporting financial statements as required in clause 2.4.4.

Date:

To,
Deputy Commissioner (Cluster),
Transport Department, GNCTD
5/9, Under Hill Road,
Delhi- 110054

Subject: Certificate of Annual Turnover and Net Worth for M/s

Dear Sir,

We have examined the books of accounts and other relevant records of M/s having registered office at On the basis of such examination and according to the information and explanation given to us, and to the Transport Department, GNCTD of our knowledge and belief, we hereby certify their annual turnover and net worth as below.

Annual Turnover

Financial Year	Amount In Figures	Amount In Words
2019-20 Audited	₹	Rupees only
2020-21 Audited	₹	Rupees only
2021-22 Audited	₹	Rupees only

Net Worth

As On	Amount In Figures	Amount In Words
31 March 2022 Audited	₹	Rupees only

(Signature of the authorized signatory along with company seal)

Name:

Designation:

Membership Number:

Date:

Place:

Business Address:

Annexure 23: Technical Bid Submission Letter

Note: To be furnished by the bidder / lead bidder on their letterhead and signed by an authorized signatory.

Date:

To,

Deputy Commissioner (Cluster),

Transport Department, GNCTD

5/9, Under Hill Road,

Delhi- 110054

Subject: Technical Qualification submission letter in response to Request for Proposal for ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster Buses’

Dear Sir,

1. We hereby request to be qualified with the Transport Department, GNCTD (hereinafter referred to as the ‘Purchaser’) as a bidder for your Request for Proposal for ‘Selection of Service Provider for NCMC Compliant Digital Tickets Solutions for Transport Department, Government of NCT of Delhi in Delhi Transport Corporation and Cluster Buses’ against Tender No. (hereinafter referred to as ‘Tender’). I / We declare that all the services shall be performed strictly in accordance with the Tender and we agree to all the terms and conditions in the Tender.
2. I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the scope of work, terms and conditions, functional requirement specifications and technical specifications which may have been mentioned in our proposal.
3. We authorize the Purchaser or their authorized representatives to conduct any investigations to verify the statements, documents, and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Purchaser to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name:
Designation:
Telephone:
E-mail Address:
5. We declare that the statements and the information provided in the duly completed application to Transport Department, GNCTD of our knowledge, are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete, or incorrect, we hereby authorize the Purchaser to reject our application.
6. We confirm having submitted the information as required by you in clause 2.4.5 ‘Technical Qualification Criteria’. In case you require any other further information / documentary proof in this regard before / during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
7. We undertake, if our proposal is accepted, to provide all the services related to the Tender put forward in the bid document or such features as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.

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8. We agree for unconditional acceptance of all the terms and conditions set out in the Tender and agree to abide by this bid response for a period of 210 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Purchaser.
9. We hereby declare that in case the contract is awarded to us, we will submit the Performance Bank Guarantee as required in clause 2.4.9 of the Tender.
10. I / We understand that the Purchaser reserves the right to reject any application without assigning any reason whatsoever.
11. I / We hereby undertake that I / we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act, 1988 and the Prevention of Corruption (Amendment) Act, 2018 in connection with the bid.
12. All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender. All the prices and other terms and conditions of this Bid are valid for a period of 210 calendar days from the date of opening of the Bid.
13. I / We understand that the actual payment shall be made as per the prevailing tax rates at the time of payment.
14. I / We further confirm that the prices stated in our bid are in accordance with your 'Instructions to Bidders' in clause 1 in the Tender.
15. We declare that our bid price is for the entire scope of the work as specified in the Tender. These prices are indicated in the financial bid submitted as part of the requirements of Tender. Our financial bid includes Merchant Discount Rate (MDR).
16. I / We do hereby undertake that the financial bid submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarification provided / may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our financial bid is firm and final and any clarifications sought by you and provided by us shall not have any impact on the financial bid submitted by us.
17. Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the bid.
18. We hereby declare that our bid is made in good faith, without collusion or fraud, and the information contained in the bid is true and correct to the Transport Department, GNCTD of our knowledge and belief.
19. I / We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
20. It is hereby confirmed that I / we are entitled to act on behalf of our company / firm / organization and are empowered to sign this document as well as such other documents, which may be required in this connection.
21. Certification No. 1: - I/We certify the following in line with the Model Certificate for Tender provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document:- Transport Department, GNCTD Request for Qualification and Proposal Document Operation of Private Stage Carriage Services for Cluster No. E3 June 2022 Page 58 "I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I/ We hereby

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certify that this Bidder fulfills all the requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

22. Certification No. 2: - I/We certify the following in line with the Model Certificate for Tenders for Works involving possibility of Sub-contracting provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document. “I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India and on sub-contracting to contractors from such countries; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/ We hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

23. We declare that we have read through the Tender document and all related clarifications and corrigendum.

For,

(Signature of the authorized signatory along with company seal)

Name:

Designation:

Date:

Place:

Business Address:

Annexure 24: Technical Qualification Checklist

Note: The Bidder is required to fill relevant information in the format given below. The technical bid must contain documentary evidences and supporting information to enable the Purchaser to evaluate the eligibility of the Bidder without ambiguity.

	Criteria	Technical Criteria description	Supporting Document(s)	Response (Yes / No)	Reference in Response to Technical Qualification Bid (Section and Page Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Annexure 25: Integrity Pact

This Pact made this [●] day of [●] between Transport Department, Government of NCT of Delhi having its office at 5/9, Under Hill Road, Delhi- 110054 hereinafter called Transport Department, GNCTD (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder/Contractor “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Contractor)

WHEREAS Transport Department, GNCTD intends to award, under laid down organizational procedures, tender/ contract for [●]. Transport Department, GNCTD, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/Contractors.

WHEREAS Transport Department, GNCTD is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, Transport Department, GNCTD shall appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to Transport Department, GNCTD for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Contractor is signing the contract for execution of [●]

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Transport Department, GNCTD to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Transport Department, GNCTD to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and Transport Department, GNCTD will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of Transport Department, GNCTD;**

- 1.1 Transport Department, GNCTD undertakes that no official of Transport Department, GNCTD, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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- 1.2 Transport Department, GNCTD will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of Transport Department, GNCTD will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to Transport Department, GNCTD with full and verifiable facts and the same is prima facie found to be correct by Transport Department, GNCTD, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by Transport Department, GNCTD and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by Transport Department, GNCTD the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of Transport Department, GNCTD, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of Transport Department, GNCTD or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Transport Department, GNCTD for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Transport Department, GNCTD.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to Transport Department, GNCTD that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of

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the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to Transport Department, GNCTD or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of Transport Department, GNCTD or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by Transport Department, GNCTD as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any Transport Department, GNCTD's associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of Transport Department, GNCTD, or alternatively, if any relative of an officer of Transport Department, GNCTD has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Transport Department, GNCTD.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, Transport Department, GNCTD is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

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4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore (Rupees zero-point five crore) and to submit the same to Transport Department, GNCTD along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of Transport Department, GNCTD after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs (Rupees Zero point five crore) will be required to sign this Pact by the Contractor, and the same will be submitted to Transport Department, GNCTD before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That Transport Department, GNCTD will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Transport Department, GNCTD will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle Transport Department, GNCTD to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If Transport Department, GNCTD has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, Transport Department, GNCTD is entitled to forfeit the earnest money deposited/Bid Security.

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- (iv) To recover all sums already paid by Transport Department, GNCTD, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from Transport Department, GNCTD in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to Transport Department, GNCTD resulting from such cancellation/rescission and Transport Department, GNCTD shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of Transport Department, GNCTD.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by Transport Department, GNCTD with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if Transport Department, GNCTD have terminated the contract under section 2 or 3 or 4 or if Transport Department, GNCTD is entitled to terminate the contract under section 2 or 3 or 4, Transport Department, GNCTD shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of Transport Department, GNCTD that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to Transport Department, GNCTD.
- 6.2 Transport Department, GNCTD will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to Transport Department, GNCTD for premature revocation of the debarment and proves to the satisfaction of Transport Department, GNCTD that it has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by it, Transport Department, GNCTD may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

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- 6.4 That a transgression is considered to have occurred if Transport Department, GNCTD is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of Transport Department, GNCTD to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
7. **Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**
- That if Transport Department, GNCTD receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if Transport Department, GNCTD has substantive suspicion in this regard, Transport Department, GNCTD will inform the Vigilance Department for appropriate action.
8. **Independent External Monitor(s),**
- 8.1 That Transport Department, GNCTD shall appoint Independent External Monitor(s) for this Pact at its own discretion.
- 8.2 The task of the Independent External Monitor(s) is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. It will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Transport Department, GNCTD.
- 8.3 That the Independent External Monitor(s) is not subject to any instructions by the representatives of the parties and would perform its functions neutrally and independently. It will report to the Transport Department, GNCTD.
- 8.4 That the Bidder / Contractor accepts that the Independent External Monitor(s) has the right to access without restriction to all project documentation of Transport Department, GNCTD including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor(s), upon its request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor(s) is under obligation to treat the information and documents of Transport Department, GNCTD and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5 That as soon as the Independent External Monitor(s) notices, or believes to notice, a violation of this Pact, it will so inform the management of Transport Department, GNCTD and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor(s) can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor(s) has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That Transport Department, GNCTD will provide to the Independent External Monitor(s) sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between Transport Department, GNCTD and the Contractor / Bidder. The parties offer to the Independent External Monitor(s) the option to participate in such meetings.

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8.7 That the Independent External Monitor(s) will submit a written report to the Transport Department, GNCTD within 2 weeks from the date of reference or intimation to him by Transport Department, GNCTD and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Independent External Monitor(s) has reported to Transport Department, GNCTD a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and Transport Department, GNCTD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor(s) may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Independent External Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, Transport Department, GNCTD or its agencies shall entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the office of Transport Department, GNCTD, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer **12 months** after the initial/extended term. It expires for the Contractor/sub-contractor **12 months** after the final payment under the respective contract, and for all other Bidders **3 months after the contract is awarded.**

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Transport Department, GNCTD.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

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The parties hereby sign this Integrity Pact at _____ on _____

Purchaser (Buyer)	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
Transport Department, GNCTD	1. _____
Witness	2. _____
1. _____ 2. _____	