



TSRTC

**Request for Proposal
for Selection of Service Provider
for Implementation of
Automatic Fare Collection System in
Telangana State Road Transport Corporation**

Tender No: AME(IE)/ITS(01)/2022-IT

Bid Submission Date: 02-12-2022

Technical Bid Opening Date: 02-12-2022

Financial Bid Opening Date: Will be opened
after finalisation of Technical Bid

Disclaimer

1. This Request For Proposal ('Tender') document is issued by the Telangana State Road Transport Corporation (TSRTC), 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 advisers 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 authorised 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 authorised 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: AME(IE)/ITS(01)/2022-IT

Bid End Date: 02-12-2022

Technical Bid Opening Due Date: 02-12-2022

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

From:

Telangana State Road Transport Corporation (TSRTC),
Bus Bhavan, B-Block,
RTC X Road,
Musheerabad,
Hyderabad-500020.
Telangana State.

To: All Prospective Bidders

Telangana State Road Transport Corporation (TSRTC), 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 Automatic Fare Collection System for the TSRTC.

The complete Tender document shall be published on 02-11-2022, 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,

Chief Engineer (IT)
TSRTC.

Data Sheet

Information	Details
1. Tender issuing authority	Telangana State Road Transport Corporation (TSRTC)
2. Purpose of Tender	Selection of Service Provider for Automatic Fare Collection System for TSRTC
3. Tender Issue Date	
4. Availability of tender documents	The tender is available and downloadable on website www.tsrtc.telangana.gov.in . All subsequent changes to the Tender shall be published on the above-mentioned website
5. Earnest Money Deposit ('EMD')	₹25,00,000 (Rupees twenty five lakhs only), in the form of a DD, drawn in favour of "Telangana State Road Transport Corporation (TSRTC)", payable at Hyderabad, valid for 210 (Two hundred and ten) days from the Bid Submission Deadline date, as per the instructions prescribed in Annexure 14.
6. Visit to TSRTC	Refer to website www.tsrtc.telangana.gov.in
7. Clarification Submission Deadline	All the queries/clarification requests should be received on or before 12-11-2022 by 17:00 hrs, through e-mail only, as per the format and instructions prescribed in Annexure 13. Email addresses: itstsrct@gmail.com Subject line: Pre-Bid Clarifications - <Bidder's Name>
8. Date, time, and venue of pre-bid meeting	Time and date: 16-11-2022 at 15:00 hrs Location: Main Conference Hall, B-Block, I-Floor, Bus Bhavan, RTC X Road, Musheerabad, Hyderabad-500020.
9. Bid Submission Deadline	02-12-2022 by 14:00 hrs
10. EMD Submission Deadline	02-12-2022 by 14:00 hrs
11. Date, time, and venue for Bid Submission	11.00 to 14.00 Hrs. at Main Conference Hall, B-Block, I-Floor, Bus Bhavan, RTC X Road, Musheerabad, Hyderabad-500020.
12. Date, time, and venue of opening of Technical Bids	Date and time: 02-12-2022 by 15:00 Hrs Location: Main Conference Hall, B-Block, I-Floor, Bus Bhavan, RTC X Road, Musheerabad, Hyderabad-500020.

13. Date, time, and venue of opening of qualifying Financial Bids	Date and time: Financial Bid will be opened after finalization of Technical Bid. Location: Mini Conference Hall, B-Block, I-Floor, Bus Bhavan, RTC X Road, Musheerabad, Hyderabad-500020.
14. Language	Bids should be submitted in English only.
Information	Details
15. Bid Validity Period	210 (Two hundred and ten) days from the Bid Submission Deadline.

Table of Contents

Disclaimer	1
Invitation To Bid	3
Data Sheet	5
Table Of Contents	7
Glossary Of Terms	9
1 About TSRTC.....	15
2 Instructions To Bidders.....	15
3 Bid Submission Instructions	19
4 Scope Of Work.....	33
5 Change Request Process	43
6 Rights And Obligations	44
7 Project Timelines	46
8 Bill Of Materials	46
9 Commercial Terms.....	48
10 Payment And Settlement Terms.....	54
11 Service Level Agreements ('SLA')	55
12 Intellectual Property Rights ('IPR')	59
13 Data Ownership And Data Security.....	61
14 Confidentiality	62
15 Force Majeure	63
16 Material Breach	65
17 Termination.....	66
18 Exit Management.....	67
19 Other Conditions	67
Annexure 1: Functional Details Of ETIM	71
Annexure 2: Technical Specifications Of ETIM.....	75
Annexure 3: Functional Details Of AFCS	77
Annexure 4: Functional Details Of Mobile App.....	79
Annexure 5: Technical Specifications Of Mobile App	82
Annexure 6: Functional Details Of Smart Cards Platform.....	82
Annexure 7: Technical Specifications Of Smart Cards Platform	83
Annexure 8: Change Request Note Format	83
Annexure 9: Financial Bid Format	86
Annexure 10: Bidder Details Format.....	89
Annexure 11: Consortium Agreement Format.....	91
Annexure 12: Request For Clarification Format	97
Annexure 13: Performance Bank Guarantee Format.....	99
Annexure 14: Earnest Money Deposit Format	101
Annexure 15: Non-Disclosure Agreement	102

Annexure 16: Power Of Attorney For Signing The Bid 106
Annexure 17: Power Of Attorney For Lead Bidder Of Consortium..... 108
Annexure 18: Pre-Qualification Submission Letter 112
Annexure 19: Pre-Qualification Checklist 116
Annexure 20: Anti-Blacklist Self Declaration Form 117
Annexure 21: Financial Capability 119
Annexure 22: Technical Bid Submission Letter 121
Annexure 23: Technical Qualification Checklist..... 125

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. **'Banking Day'** means a day on which the banks in Hyderabad are open for business.
3. **'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.
4. **'Bid Submission Deadline'** means the date and time mentioned as 'Bid Submission Deadline' in the section titled Data Sheet.
5. **'Bid Validity Period'** means the duration of time mentioned as 'Bid Validity Period' in the section titled Data Sheet.
6. **'Bidder'** means the Single firm/Company/party or Companies/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.
7. **'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.
8. **'Business Hours'** means the normal working hours of the Purchaser, which means hours between 10.30 to 17.00 on all Business Days, unless otherwise communicated.
9. **'Business Support Hours'** means 24 hours on all days, excluding any hours or any day where the Purchaser is not operating bus services.
10. **'Card Fees'** means the fees that the Purchaser shall pay to the Selected Bidder

for every smart card procured or issued, as the case may be, as defined.

11. **‘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.
12. **‘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.
13. **‘Commercial Terms’** means the financial terms agreed between the Selected Bidder and the Purchaser, as described in clause 9.
14. **‘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 2012.
15. **‘CPI Authority’** means the Central Statistics Office (CSO), Ministry of Statistics and Programme Implementation, Government of India, or any other entity authorised to publish the CPI.
16. **‘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.
17. **‘EMD’** refers to the earnest money deposit as explained in clause 3.3.3.
18. **‘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.
19. **‘Financial Bid’** means the financial proposal submitted by a Bidder in response to this Tender.

20. **'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.
21. **'Force Majeure'** will have the same meaning ascribed to it in clause 15.
22. **'Go Live'** means the date of launch of the Project with all required functionalities, to the satisfaction of the Purchaser.
23. **'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.
24. **'Lead Bidder'** means the member of the consortium who will be responsible for successful implementation of the contract/project. TSRTC will correspond/communicate only with the "Lead Bidder". The Lead Bidder shall give an undertaking for successful completion of the project. In case of any issues, Lead bidder shall be responsible for all the penalties/compensation.
25. **'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.
26. **'Material Breach'** will have the same meaning ascribed to it in clause 16.
27. **'Monthly Invoice Amount'** means the total amount invoiced by the Selected Bidder for the calendar month for Project.
28. **'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.
29. **'NCMC'** means National Common Mobility Card
30. **'NFC'** means 'near field communication'.
31. **'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.

32. **'OTA'** means 'over the air'.
33. **'Party'** refers to the Purchaser or the Selected Bidder individually, and **'Parties'** refer to the Purchaser and the Selected Bidder together.
34. **'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.
35. **'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.
36. **'Platform Support Hours'** means 24 hours a day on all days.
37. **'Pre-existing Work'** shall have the meaning ascribed to it in clause 12.3.
38. **'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.
39. **'Project'** means the project to implement an Automatic Fare Collection System as described in this Tender along with its appendices, annexures, and any other documents provided or issued during the course of the selection process.
40. **'Purchaser'** or **'TSRTC'** means the Telangana State Road Transport Corporation, acting through the Chief Engineer (IT) of the TSRTC.
41. **'RBI'** means the Reserve Bank of India.
42. **'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.

43. **'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.
44. **'Scheduled Maintenance Time'** means the time that the Platform is not in operation due to a scheduled planned maintenance activity.
45. **'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.
46. **'Scope of Work'** means all the works, activities, services, and deliverables described in clause 4 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.
47. **'Selected Bidder'** means the Bidder that is selected for implementation of Project by the Purchaser.
48. **'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.
49. **'Settlement Account'** means the escrow / pool account set up by the Selected Bidder with the Settlement Bank for holding Digital Payments prior to settlement.
50. **'Settlement Bank'** means a scheduled Indian bank based in India with whom the Settlement Account is opened.
51. **'SLA'** means Service Level Agreements, as defined in clause 11.
52. **'Startup'** means any entity that, on the Bid Submission Deadline date, is recognised 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.

53. **‘Technical Bid’** means the technical proposal submitted by a Bidder in response to this Tender.
54. **‘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 2.1(2).
55. **‘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.
56. **‘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.
57. **‘Valid Smart Card’** means a smart card:
 - a) That has been issued correctly;
 - b) 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
 - c) Has not been tampered with, mishandled, or damaged in any way, whether physically, electronically, or otherwise.

1. ABOUT TELANGANA STATE ROAD TRANSPORT CORPORATION (TSRTC)

Public Transport is one of the most common modes of transport especially in a developing country like India. TSRTC is currently operating bus services within Telangana State and to the neighbouring States (Andhra Pradesh, Karnataka, Maharashtra, Goa, Tamil Nadu and Chhattisgarh).

Some of the key factors about TSRTC are:

➤ Number of Vehicles	9,321
➤ Regions	11
➤ Depots	98
➤ Bus Stations	364
➤ Zonal Workshops	2
➤ Body Building Workshop	1
➤ Man power	46,100

Various branded services offered by TSRTC include:

- Regular Services operated daily with various levels of comfort, such as Garuda Plus A/c, Rajadhani A/c, Metro luxury A/c, Pushpak A/c, Super Luxury, Deluxe, Express, Palle Velugu, City Metro Deluxe, City Metro Express and City Ordinary.
- Contract Carriage Services and Advance Reservation Services.

2 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.

2.1 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 5 (five) years. The Purchaser reserves the right to extend the Term up to an additional 5 (five) years, in periods of 1 (year) years for each extension, whereupon the Commercial Terms shall be revised as described in clause 9. All other terms and conditions of the Tender shall remain as is.

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.

2.2 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 10.
4. Bids may be submitted in either of the following categories of bidders only:

- a) Sole Bidder
- b) Consortium

2.2.1 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.

2.2.2 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.
3. The total number of consortium members cannot exceed 3 (three), including the Lead Bidder of the consortium.
4. The Lead Bidder should be a company registered under the Indian Companies Act, 1956 and shall be primarily in the business of providing Information Technology, Software Development or System Integration or IT Solution Implementation Services (IT/ITES). The Company should have been in business for at least three years as on 31st March 2022. Certificate of Incorporation by Registrar of Companies shall be submitted along with the technical bid.
5. 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.
6. The consortium must execute the Consortium Agreement provided in Annexure 11 and include the original executed agreement along with their Bid.

2.3 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.

2.4 Right to vary the Scope of Work

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.

2.5 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.

2.6 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 or Tender fees;
 - c) Bids received through any platform other than 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 authorised 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;
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.

3 Bid submission instructions

3.1 Tender Document Fees and Purchase

1. Cost of the Tender Document is Rs. 11,800/- (including GST) and has to be paid in the form of a Demand Draft (DD) drawn in favour of “FA & CAO, TSRTC, Hyderabad” drawn on a Nationalized / Scheduled Bank other than a Co-operative Bank.
2. Cost of Tender Document will not be accepted in any form other than DD and is non-refundable.
3. Bidders attending the demo/pre-bid meeting shall submit the DD towards cost of Tender Document, when they attend the demo/pre-bid meeting, without fail.
4. Only bidders who submit DD towards cost of tender document will be allowed to participate in the demo/pre-bid meeting.

5. The name and address of the bidder has to be furnished on the reverse side of the DD.
6. Bidders who have not attended the demo have to submit the DD towards cost of tender document when attending the pre-bid meeting.
7. Bidders who do not attend the demo/pre-bid meeting have to submit the DD towards cost of Tender Document, along with the technical bids.
8. The Tender Documents have to be downloaded from TSRTC website www.tsrtc.telangana.gov.in.
9. Bidder have to submit their Technical and Financial Bids along with all relevant documents, enclosures and annexures at Bus Bhavan as mentioned location in the Data Sheet.

3.2 Pre-bid Meeting and Clarifications

3.2.1 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 endeavor 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.

3.2.2 Pre-bid Meeting

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

3.2.3 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 endeavor 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 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 and the corrigendum (if any), will be published on the website mentioned in the Tender and there shall be no newspaper advertisement.

3.3 Preparation of Bid

3.3.1 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 TSRTC 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.
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.

3.3.2 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.

3.3.3 Earnest Money Deposit ('EMD')

1. A sum of Rs. 25,00,000/- (Rupees twenty five lakhs only) shall be paid towards Earnest Money Deposit in the form of Demand Draft from any Nationalized Bank or Scheduled Bank other than a Co-operative Bank, drawn in favour of "Telangana State Road Transport Corporation, Hyderabad."
2. The DD should be submitted along with the technical bid.
3. The Name and Address of the firm submitting the bid has to be furnished on the reverse side of the DD.
4. EMD in any form other than DD shall not be accepted.
5. The EMD amount will not carry any interest.
6. The EMD of bidders who are not qualified in the technical evaluation will be returned after opening of the financial bids.
7. The EMD of the technically qualified unsuccessful bidders will be refunded only after finalization of Tenders in all respects and issue of Letter of Award to the successful bidder.
8. **No exemption of EMD is allowed for any bidder including Government Organizations / undertakings or Small Scale Industries.**

3.3.4 SECURITY DEPOSIT

1. Security Deposit is Rs. 50,00,000/- (Rupees fifty lakhs only) i.e., Earnest Money Deposit (EMD) of Rs. 25 lakhs converted as security deposit and the balance Rs. 25 lakhs to be deposited by the successful bidder in the form of a Demand Draft.
2. The successful bidder shall enter into agreement with TSRTC, within the time prescribed.
3. Any delay in entering into Agreement within the prescribed time would result in forfeiture of the EMD.
4. The Security Deposit shall not carry any interest.

3.3.5 Bidders Authorisation

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 Authorised 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 authorisation 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.

3.3.6 Address for Correspondence

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

3.3.7 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.

3.3.8 Site visits by the Bidder

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.

3.3.9 Language

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.

3.3.10 Bid Validity Period

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.

3.3.11 Discount

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.

3.4 Bid Evaluation Process

3.4.1 Tender Committee

1. The Tender Committee constituted by TSRTC will evaluate the tenders.
2. The decision of the Tender Committee in finalizing the eligibility for the tender, the evaluation of the Technical and Financial bids will be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

3.4.2 Bids Opening

1. The Tender Committee will open the Technical bids on the specified date and time as mentioned in KEY EVENTS & DATES clause, in the presence of bidders / their authorized representatives who choose to attend the same.
2. The Bids received without required Earnest money and cost of tender document (wherever applicable) will be rejected.

3.4.3 Preliminary Examination of Bids

1. TSRTC will examine the bids to determine whether they are complete, whether all the required documents have been submitted and properly signed, and whether the bids are generally in order.
2. Bids submitted by agents shall have proper authorization from the bidder.
3. TSRTC may waive any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The decision of TSRTC will be final and binding.

3.4.4 Evaluation Process

1. TSRTC will evaluate and compare the bids determined to be substantially responsive. It is TSRTC's intent to select the bid that is most advantageous to TSRTC and each bid will be evaluated using the criteria and process outlined in this section. In order to reach such a determination, TSRTC will examine the information supplied by the Bidders, review their demonstration of services offered and shall evaluate the same as per the evaluation criteria specified in this TENDER.
2. Evaluation of the Technical Part of Bid will be carried out in 2 stages - eligibility criteria and Technical Evaluation.
3. Only bidders who satisfy the eligibility criteria will be qualified for Technical Evaluation. The criteria for this are provided in 'Technical Bid Evaluation' section.
4. Financial bids of only those bidders who are qualified in the Technical Evaluation will be opened and evaluated further. The date of opening of the financial bids would be intimated later after completing the technical evaluation process.

3.4.5 Technical Bid Evaluation

1. Only bidders who satisfy the eligibility criteria will be qualified for Technical Evaluation.
2. TSRTC will evaluate and compare the technical aspects of the proposals on the basis of the information supplied by the bidders, taking into account overall completeness and compliance with the requirements specified.
3. The Technical Bid evaluation consists of two stages; (a) Eligibility evaluation (b) Technical Evaluation including Demo of prototype.
4. The shortlisted eligible bidders shall have to give a Presentation and Demo of the prototype of the solution proposed to be provided, on the date that would be

communicated. At least two weeks' time will be given to the bidders for giving the presentation and Demo of the prototype.

5. The technical evaluation will be based on the following factors with their related marks indicated alongside.

3.4.6 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 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 it's own professional and technical experts in the evaluation process.
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.

3.4.7 Pre-Qualification Criteria

1. The pre-qualification criteria is given below:

Qualifying Criteria	Supporting Documents
Bidder's Competency	

<p>PQ1:Bidder/ all members of consortium shall be a registered company / partnership firm / LLPs.</p>	<p>Company: Certificate of incorporation, MOA, AOA LLP: Certificate of incorporation, LLP Agreement</p> <p>Partnership firm: Partnership deed, credentials of partners</p> <p>Consortium: MoU signed by all parties, and power of attorney to the authorised person of the Lead Bidder (as per the format provided)</p>
<p>PQ2:Bidder/ any member of consortium should not have been blacklisted by any Indian Central or State government organisation, or department, or local body as on the Bid Submission Deadline date.</p>	<p>Declaration by the Bidder / all consortium members (as per the format provided in Annexure 20)</p>
<p>Financial Stability</p>	
<p>PQ3: The Bidder must have an average annual turnover of at least ₹25(Twenty five) Crores for the last 3 financial years.</p>	<p>Audited financial statements for last three financial years by a statutory auditor.</p> <p>Turn over certificate from a statutory auditor specifying the annual turnover of the Bidder for last three financial years as per the format provided in Annexure 21.</p> <p>GST returns copy for the specified years. GST certificate.</p> <p>Certified copies of valid PAN.</p>

3.4.8 If the bidder does not have any local support office in Hyderabad at the time of bidding, the bidder shall give an undertaking to open a local support office at Hyderabad within one month from the date of award of contract.

3.4.9 Technical Qualification 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
<p>TQ1: Experience in issuing stored value smart cards for intra-city stage carriage buses for any Indian government transport body (STUs or SPVs) that have a pre-paid wallet and can store either a pass or travel plan.</p> <p>Documents needed:</p> <p>Certificate or letter from the client entity or banking partner(s).</p>	<p>Pan-India smart card sales in the 3 (three) years prior to the Bid Submission Deadline date:</p> <p>50,000 to 75,000: 5 marks</p> <p>75,001 to 1,00,000: 10 marks</p> <p>1,00,001 or more: 20 marks</p>	20 marks
<p>TQ2: Experience in mobile passes with offline validation for intra-city stage carriage buses for any Indian government transport body (STUs or SPVs).</p> <p>Documents needed:</p> <p>Certificate or letter from the client entity.</p>	<p>Mobile pass sales in the 3 (three) years prior to the Bid Submission Deadline date:</p> <p>1,00,000 to 3,00,000: 5 marks</p> <p>3,00,001 to 5,00,000: 10 marks</p> <p>5,00,001 or more: 20 marks</p>	20 marks

<p>Q3:Experience in providing a mobile app for intra-city stage carriage buses for any Indian government transport body (STUs or SPVs), with functionality for:</p> <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 Telugu, Hindi, and English. <p>Documents needed:</p> <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. 	<p>Mobile app downloads in the 3 (three)years prior to the Bid Submission Deadline date:</p> <p>10,00,000 to 30,00,000: 5 marks</p> <p>30,00,001 to 50,00,000: 10 marks</p> <p>50,00,001 or more: 20 marks</p>	<p>20 marks</p>
<p>Qualifying Criteria</p>		<p>Max Score</p>
<p>TQ4: Project implementation for deployment of ETIM, AFCS, and mobile tickets for any Indian government transport body (STUs or SPVs).</p> <p>Documents needed: Certificate or letter from the client entity.</p>	<p>Number of projects in the 3 (three)years prior to the Bid Submission Deadline date:</p> <p>1 project: 5 marks</p> <p>2 projects: 10 marks</p> <p>3 or more projects: 20 marks</p>	<p>20 marks</p>
<p>TQ5: Presentation on Project implementation approach.</p> <p>Documents needed:</p> <ol style="list-style-type: none"> 1. Presentation, and 2. Project plan 	<p>Bidder will be rated by the Purchaser on the ability to execute the Project.</p> <p>Understanding of scope: 5 marks</p> <p>Project plan and delivery: 5 marks</p>	<p>20 marks</p>

	Solution design and methodology: 10 marks	
	Total Score	100 marks

3.4.10 The bidders should score minimum 75 marks in the technical evaluation for being eligible for opening of their Financial bids.

3.5 Tender Model

The Bidders have to submit quotes for implementation of the Project under two models mentioned hereunder:

1. CAPEX and OPEX Model:

Capital Expenditure (ETIMs Cost and other Hardware & Software Costs will comes under this CAPEX). Operation Expenditure (e-SIM charges, License charges and monthly rentals will be considered under this OPEX). Accordingly Quote should be submitted.

2. OPEX Model:

The entire cost for establishing, operating and maintaining the system and its operations would be borne by the bidder and should factored in the 'Per Transaction Cost'. Accordingly Quote should be submitted 'Per Transaction Cost'.

TSRTC Reserves the right to implement the Project under any of the two models.

3.6 Financial Bid Opening

3.6.1 The date of opening of the financial bids would be intimated later after completing the technical evaluation process.

3.6.2 Financial bids of only those bidders who are qualified in the Technical Evaluation will be opened (i.e., bids scoring minimum 75 marks in technical evaluation) for consideration and evaluated further. Financial bids of the remaining bidders will not be opened.

3.6.3 The Financial bid evaluation will take into account the information supplied by the Bidders in the Financial Bid, and TSRTC will evaluate the same as per the evaluation criteria specified in this TENDER.

3.6.4 The Financial bids of all the technically qualified bidders would be opened and arranged in ascending order of quoted value (in INR). TSRTC reserves the right to reject any or all bids.

3.6.5 The prices once offered must remain fixed and must not be subject to escalation for any reason whatsoever during the entire period of contract.

The rates indicated in the agreement shall hold good for the entire contract period and will not be increased under any circumstances whatsoever.

3.6.6 A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as nonresponsive.

3.7 Negotiations, Contract Finalization and Award

3.7.1 The L1 bidder (bidder quoting the lowest rate from among the technically qualified bidders) may be called for negotiations, for awarding the contract.

3.7.2 TSRTC shall however reserve the right to reject all the offers of L1 bidder and cancel the tender, after negotiations, if none of the negotiated offers are found to be financially viable.

3.7.3 TSRTC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal. All decisions taken by TSRTC regarding processing of TENDER and award of contract shall be final and binding on all the bidders.

3.7.4 TSRTC will notify the successful bidder in writing or by fax or e-mail, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

3.7.5 The successful bidder has to enter into an agreement with TSRTC on Rs. 200/- Non-Judicial Stamp Paper, as per the terms and conditions, duly submitting Security Deposit. If the bidder fails to enter into agreement within 14 days from the date of receipt of Letter of Award, the offer of award of contract through LoA issued will be cancelled and TSRTC will forfeit his EMD without any notice and proceed further to award the contract to another bidder as TSRTC deems fit. Clauses pertaining to Non-Disclosure and Exit Management will be included in the Agreement.

3.8 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.

3.9 KEY EVENTS & DATES

Sl. No.	Event	Date
1	Publishing of Tender Document	02.11.2022
2	Last date for receipt of queries	12.11.2022
3	Pre-bid meeting (15.00 Hrs.)	16.11.2022
4	Issue of clarifications to prospective bidders	22.11.2022
5	Receiving of bids and opening of technical	02.12.2022

	bids	
6	Opening of financial bids	Will be intimated to the technically qualified bidders

4 Scope Of Work

4.1 Objectives

1. The Purchaser envisages strengthening their bus services, promote organised 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, implementation, operations, and maintenance of the NCMC Compliant Digital Tickets Solution as per the Scope of Work outlined herein.

4.2 Overview of Scope of Work

Particulars	Description
Hardware Components	
1. Electronic Ticket Issuing Machines ('ETIMs')	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, namely mobile tickets and passes, smart card acceptance and other digital tickets initiatives.

	The Selected Bidder must supply hardware and required device level software applications.
Software Components	
2. Automated Fare Collection System ('AFCS')	<p>The AFCS is the core Platform that enables all forms of tickets, including cash and digital tickets, and records daily ticket transactions.</p> <p>The Selected Bidder must deploy an AFCS Platform and integrate with all necessary hardware and software applications.</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.</p> <p>The Selected Bidder must deploy a mobile app along with a mobile ticket and passes 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.</p> <p>The Selected Bidder must deploy the necessary software applications to enable payments via smart cards and NCMCs for Purchaser.</p>
5. Cloud Based Hosting	<p>Cloud based hosting 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	The Selected Bidder shall provide all necessary manpower for technical support for all hardware and software deployed. Further, for handling of ETIMs(Issuing, Receiving and Charging) at Depots sufficient Man Power should be provided.
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 Existing IT systems	The Selected Bidder shall be responsible for integrating with the existing IT systems of the Purchaser.
11. Procurement and distribution of Smart Cards	The Selected Bidder shall be responsible for procurement and distribution management of Smart Cards.

4.3 Implementation Phases

4.3.1 Phase -I

Selected Bidder has to install the ETIMs and implement the System initially at Greater Hyderabad Zone for 3087 Buses with 10% spare.

4.3.2 Phase -II

Based on the successful implementation, the project is likely to be extended all the services throughout the state on priority basis.

4.4 Electronic Ticket Issuing Machines ('ETIMs')

4.4.1 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.

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.
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. Meet the SLA defined herein to ensure smooth and trouble-free operations of ETIMs.
7. The Purchaser shall be liable for all expenses relating to repair or replacement of ETIMs arising out of physical damage, mishandling, theft, or any other reason beyond the control of the Selected Bidder. The price of the ETIM shall be documented in the Agreement based on prices of the same or similar model listed on the Government e-Marketplace (GeM) portal, or a similar reliable source of prices, or as per mutual agreement.
8. The Purchaser shall provide at no cost to the Selected Bidder:
 - a) All charging infrastructure, such as stations and power supply, to charge ETIMs and spare batteries;
 - b) Safe storage facilities;
 - c) Sufficient space for daily operations such as issuance of ETIMs to bus crew, office space for Selected Bidder's team, etc.; and
 - d) Paper rolls for ticket printing, and other consumables such as stationery, etc.

4.4.2 Functional Details

The functional details of the ETIM are described in Annexure 1.

4.4.3 Technical Specifications

The ETIMs must meet or exceed the technical specifications and performance requirements as described in Annexure 2.

4.5 Automated Fare Collection System ('AFCS')

4.5.1 Scope

1. Deploy and maintain a centralised 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 and revenue.
2. Creation of different kinds of tickets 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 issued and / or validated.
5. Real-time and end of period reports for reporting and reconciliation of tickets and revenue.
6. Data Analytics for prediction and future planning of Operations.
7. The AFCS application should be capable to cater to meet the needs of a real-time public transport system involving up to 12,000 (twelve thousand) buses.

4.5.2 Functional Details

The functional details of the AFCS are described in Annexure 3.

4.6 Mobile App, Mobile Tickets and Mobile Passes

4.6.1 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.
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.

4.6.2 Functional Details

The functional details of the mobile app, and mobile tickets and passes Platform are described in Annexure 4.

4.6.3 Technical Specifications

The mobile app and mobile tickets and passes Platform must meet or exceed the technical specifications as described in Annexure 5.

4.7 Smart Cards Platform

4.7.1 Scope

1. Deploy and maintain a smart cards Platform for issuance and usage of smart cards with secure contactless NFC technology.
2. Capability to issue and store on each card:
 - a) Closed System PPI or Semi-closed System PPI; and
 - b) A travel plan such as a pass, or any other travel plan as defined by the Purchaser.
3. Capability to accept payments from NCMCs, which may require the Selected Bidder to partner with a banking partner of their choice.
4. Capability to accept payments from NCMCs issued by Telangana State appointed bank.
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 Purchaser and Selected Bidder's brand names, conforming to applicable guidelines.

4.7.2 Functional Details

The functional details of the smart cards Platform are described in Annexure 6.

4.7.3 Technical Specifications

The smart cards Platform must meet or exceed the technical specifications as described in Annexure 7. The agreed technical specification for the smart cards to be used is also provided in Annexure 7.

4.8 Cloud Based Hosting

4.8.1 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. To provision for disaster recovery as may be necessary.

4.9 Manpower Support

4.9.1 Scope

1. To provide technical support manpower during the Business Support Hours for all aspects of the Project.
2. To provide centralised Platform support during the Platform Support Hours for all aspects of the Platform.
3. Required Manpower should be provided to handle the ETIMs at Depots like charging, Issuing and Receiving of ETIMS.
4. 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.

4.10 Training

4.10.1 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 Greater Hyderabad.
6. The Purchaser shall provide training facilities and infrastructure such as projector, screen, etc. at no cost to the Selected Bidder.

4.11 Data SIMs for ETIMs

4.11.1 Scope

1. To procure and provide SIM cards and telecom services with sufficient data allocation for all ETIMs deployed throughout the Term.
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.

4.12 Maintenance

4.12.1 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 5;
 - 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.

4.13 Integration with existing IT Systems

4.13.1 Integrating Live Bus Tracking in Mobile App

1. The Selected Bidder shall integrate with the existing 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
 - 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.

4.13.2 Integrating with Online Reservation Tickets/Authorised Agent Tickets and Bus Passes

1. The Selected Bidder shall provide APIs or other means, and all required documentation, to integrate issuance of tickets and passes with the Purchaser's existing IT systems, websites, and / or mobile apps.
2. The Purchaser shall have the option to integrate mobile tickets and mobile passes into their existing IT systems, websites, and / or mobile apps.

4.13.3 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.

4.14 Procurement and Distribution of Smart Cards

4.14.1 Scope

1. The Selected Bidder shall procure smart cards as per the specifications provided in Annexure 7 to be able to meet the functional requirements as described in Annexure 6.
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.

5 Change Request Process

5.1 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 8, 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.

5.2 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.

6 Rights and Obligations

6.1 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.

6.2 Obligations of the Purchaser

1. To ensure that TSRTC efforts are undertaken to safeguard all hardware and other assets deployed by the Selected Bidder in the Project implementation.
2. To compensate the Selected Bidder fully in case of physical damage, loss, or theft of hardware or any other asset, whether wilful or otherwise, by any employee or staff member of the Purchaser, within 15 (fifteen) Business Days of such event being reported.
3. To pay fully all undisputed invoices raised by the Selected Bidder within 30 (thirty) days of the date of such invoice.
4. To ensure availability of bus crew, key stakeholders, and all resources necessary for Project implementation, training, and daily operations.
5. 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.
6. To inform the Selected Bidder 2 (two) months 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.
7. 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.

6.3 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 Purchaser and Selected Bidder's brand names, conforming to applicable guidelines.
5. To utilise any unutilised 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.

6.4 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 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.
4. To meet SLA levels agreed with the Purchaser.

7 Project Timelines

Milestone	Days
Implementation Phase	
1. Acceptance of order and execution of Agreement	T
2. Submission of System Requirements Specifications ('SRS') document	T + 15 days
3. Approval of SRS by the Purchaser	T + 20 days
4. Initial roll-out: Implementation of full solution in 1 (one) depot on 1 (one) route	T + 75 days
5. Purchaser to place order for procurement of smart cards	T + 75 days
Phase-I	
6. Full Solution Implementation for Greater Hyderabad Zone 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 the depots of GHZ and all routes 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	T + 90 days
Go-Live	
7. Go Live of full solution - AFCS, ETIMs, smart cards, mobile app	T + 150 days
Operations And Maintenance Phase	
8. Operations and maintenance phase	Go Live + Term as per clause 2.1(2)
9. Extension to operations and maintenance phase	As per clause 2.1(2)

8 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 a) Requirement of 1.1 (10% of Spare) ETIMs per bus b) Initial fleet size of 3,087 (Three thousand Eighty Seven only) buses	3,396 (Three Thousand three Hundred Ninety Six Only)
2. Additional spare batteries for ETIMs a) Requirement of 30% (thirty percent) of total ETIMs deployed	1,019 (One Thousand Nineteen 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 at Depots and for technical support	As may be required
9. Data SIMs for ETIMs a) Requirement of 1 SIM per ETIM b) Sufficient data allocation as may be required	3,396 (Three Thousand three Hundred Ninety Six Only)
10. Smart cards	As may be required

Selected Bidder has to install the ETIMs and implement the System initially at Greater Hyderabad Zone for 3087 Buses with 10% spare. Based on the successful implementation, the project is likely to be extended all the services throughout the state on priority basis, Software should be scalable to that extent. The Bidders are take this into consideration while offering the quotes.

9. Payment /Commercial Terms

A - CAPEX and OPEX Model

- 9.1. The project involves both capital expenditure viz. CAPEX and operational expenditure viz. OPEX
- 9.2. Cost of all the ETIM devices constitute CAPEX. **The said Hardware (ETIM Device) should be procured in the name of TSRTC.**
- 9.3. Cost of software/customization of readily available software, maintenance charges for all the hardware, software & peripheral equipment supplied and installed under the project for contract period of five years, annual licenses, data centre hosting charges, Internet connectivity charges, SMS Charges, man power charges, power charges, communication charges etc. for running the project for five years period will constitute OPEX.
- 9.4. 60% of the CAPEX will be paid after delivery & installation of all the equipment, 20% after Pilot implementation and observation for a period of one month, 10% after completion of full implementation. The balance 10% will be paid after completion of the total project period or against submission of Bank Guarantee for this value, valid for 84 months, in the format prescribed by TSRTC. Payment of the said 10% amount, against Bank Guarantee will be made only after completion of full implementation.
- 9.5. In order to complete the said-transactions, the bidder would be required to create a suitable ICT Infrastructure, deploy the necessary Staff and thereafter bear the operational expenses on daily-basis, this entire cost for establishing, operating and maintaining the system and its operations constitute OPEX and it would be borne by the bidder and should factored in the 'Per Transaction Cost' to be quoted in the Commercial Proposal towards OPEX.
- 9.6. The payment to bidder will be made on (Actual) per-card basis at a fixed rate. TSRTC will make payment to the bidder as per issuance of a smart card to passengers/users as per required on monthly basis.
- 9.7. The OPEX payments will be made by Head Office, Hyderabad for all locations to the bidder on Monthly basis. The Monthly bill will be submitted by the bidder to the authority decided by the Corporation at Head Office, Hyderabad who will in turn release the payment after receiving verification/certification from the concerned depots. If there is dispute in any bill of that particular depot/bus station and/or period, the payment would be withheld only for that depot/bus station and/or period. Any dispute may be settled within a month otherwise 70% payment for that particular bill will be released and remaining 30% would

be released after settlement of the dispute.

B - Only OPEX Model:

Overview

- 9.8. The project requires services from the selected bidder and therefore, the payment will be made based on the desired 'Transactions' carried out by all the stakeholders through the system / solution provided by the selected bidder as per payment model and SLAs as detailed out in subsequent sections.
- 9.9. It is also implied that even though in order to complete the said-transactions, the bidder would be required to create a suitable ICT Infrastructure, deploy the necessary Staff and thereafter bear the operational expenses on daily-basis, this entire cost for establishing, operating and maintaining the system and its operations would be borne by the bidder and should factored in the 'Per Transaction Cost' to be quoted in the Commercial Proposal.

Details of transactions

- 9.10. TSRTC is issuing 6 crores tickets per month. Now TSRTC expects to increase the sale of tickets due to adoption of different promotional schemes and consideration of other tickets as billable.
- 9.11. Based on this data the bidder is expected to estimate the efforts actually required for providing the rates per transaction. It is informed that the projected scale of transactions may increase or decrease depending on market conditions. Also, Bidder will be responsible for selection of a bank / financial institutions / prepaid payment instrument companies for issuing of additional card for passengers which may be in addition to the existing Smart cards. TSRTC doesn't indemnify the bidder who is expected to develop solutions that are scalable to address the variations in volume of transactions. Separate Tri-Party Agreement will be formed between TSRTC, Bank and Selected bidder for NCMC transactions.
- 9.12. Chargeable Transactions

If transaction is successful, selected bidder will be paid as per agreed ticket rate. If transaction is not successful /failed TSRTC will not be liable to pay as per agreed ticket rate.

Cancellation is done at user/passenger end then;

If the ticket is successfully booked and cancelled by user then TSRTC will liable to pay the bidder on the basis of cancellation fee and in case if by any means TSRTC has cancelled the running schedule of bus or due to non-availability of bus, then TSRTC will be liable to pay to bidder with the agreed rate which will be agreed in between bidder and TSRTC at time of signing of agreement

- Normal ticket (Adult & Child ticket)
- Student concession ticket
- Blind and their escort
- Handicapped and their escort
- Mentally retarded and their escort
- T.B/ Cancer / Leprosy patient
- Annual concession card passenger
- Journalist Concessional Ticket
- Other Concessional Ticket
- Police / Jail warrant
- Extra ticket
- Group ticket
- Penalty ticket
- Special luggage ticket for pass holders and for ORS/PORS passengers

Tickets sold through any third-party ticket seller i.e. Authorized Booking Agents / Third party / API vendors will be treated as OPRS/ORS tickets and luggage ticket issued to such passengers will be treated as a special luggage ticket

9.13. Non chargeable-

The SI will not be paid for all remaining tickets types which are:

- Monthly / Quarterly pass
- Student monthly pass
- Travel as you like/T24 Ticket
- Freedom fighter and their escort
- Press reporter(Free Ticket)
- M.L.A./M.P. and one escort
- Ex. M.L.A/M.P. and escort
- M.L.C. and escort
- Ex. M.L.C. and escort
- Staff on duty pass - Employee
- Platform ticket
- Difference ticket

- Unpaid amount ticket
- Billable tickets
 - Bidder will not be paid for all remaining tickets types.
 - Bidder will be paid for all smart cards issued on actuals. In case a new type of ticket is added, then decision on the same will be taken by TSRTC.

9.14. Payment Terms & Calculations for Smart Cards

Transaction definition: Smart Cards issued through ETIM and ORS/OPRS

The payment to bidder will be made on (Actual) per-card basis at a fixed rate. TSRTC will make payment to the bidder as per issuance of a smart card to passengers/users as per required on monthly basis, this will be decided between bidder and TSRTC at time of signing of agreement

9.15. Damage and Missing Parts of Hardware.

9.16. It will be sole responsibility of bidder to maintain ETIM hardware for the project and provide regular maintenance and Service during the contract period. The bid price should include all the maintenance and repair cost due to wear and Tear.

9.17. ETIM Hardware parts and Equipment's if abused or damaged physically except damages due to accidents etc., whether intentionally by user then the same will be replaced by the bidder.

9.18. The cost of such intentionally abused or damaged hardware shall be paid by TSRTC as per cost break (bidder and TSRTC will mutually decide on the cost break up format at time of agreement) provided by bidder subject to such recoveries are made by concerned Authorities.

9.19. The procedure for such payment shall be set forth by TSRTC at the start of project. This is applicable to ETIM.

9.20. Bidder has to keep track of all the deployed hardware and submit a half yearly report assuring that all the deployed hardware is in good and working condition. In case of any damage or missing ETIM shall be reported and brought to the notice of concern Manager at Depot, Division, Region, Zone and Central Office.

9.21. Bidder has to submit a list of Spare parts for ETIM devices with its Price for all the Hardware deployed from the Original Equipment Manufacturer. Bidder will ensure that the price of spares provided will be in line with the Market price and will remain fixed during the entire contract period.

9.22. Payment Terms

Payment for per ticket rate as quoted by Selected Bidder shall be made by TSRTC to Selected Bidder on T+2 days excluding bank holidays on tickets issued on ETIM and ORS as

per the banking arrangement with the current bank.

Such payment shall be made directly into the bank account (Only one Bank account) of the Selected Bidder only.

Facilitate Escrow mechanism in account at time of Payment.

The TSRTC shall within 30 days from the Execution Date open and establish an account (the "Escrow Account") with a nationalized bank (the "Escrow Bank").

- 9.23. For the purpose of opening and operating an Escrow Account, the Authority shall enter into an Agreement with the Successful Bidder(s) and the Escrow Bank ("the Escrow Agreement"). The Escrow Agreement shall remain in full force and effect until the Escrow Account is not discharged in accordance with the terms contained thereof. Escrow Agreement shall be shared with successful bidder(s).
- 9.24. The Escrow Account shall only be operated by the TSRTC.
- 9.25. Escrow Account shall, inter alia, provide for a priority order for payment to be made out of it at the beginning of every Payment Period.
- 9.26. Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated by the TSRTC.
- 9.27. Amount of such payment to be made daily shall be calculated based on the actual selected number of tickets issued (per ticket rate) in the Centralized System.
- 9.28. Such payment shall be inclusive of all the taxes and it shall be responsibility of the Selected Bidder to ensure timely and accurate payment of all the applicable taxes to respective authorities.
- 9.29. Such payment shall be stopped without giving prior notice to selected bidder if performance is found to be unsatisfactory as per contract provisions.
- 9.30. TSRTC shall raise demand notice for applicable SLA penalties on monthly basis. Any penalties imposed on the Selected Bidder for non-performance as per SLAs shall be paid by the Selected Bidder on monthly basis within 10 days of intimation of such demand. If the penalty is not paid in the stipulated time it will be liable for deduction from the Security Deposit submitted by the selected bidder.
- 9.31. In case of dispute regarding the imposition of penalty by the respective head of office, the selected bidder shall refer the matter to Vice Chairman & Managing Director, Telangana State Road Transport Corporation for resolution thereof within seven days of receipt of such notice from the concerned office. In case, the Selected Bidder fails to refer the matter as above within the specified time limits, it shall be presumed that the Bidder agrees to pay the penalty as demanded.

- 9.32. Any penalties imposed on the Selected Bidder for non-performance shall be recovered on a monthly basis. Any additional penalty due, shall also be recovered from the future payment or Security Deposit submitted by the Selected Bidder.
- 9.33. In the event of deduction of penalty from the Security Deposit, the Selected Bidder shall promptly recoup the Security Deposit by the amount so deducted within 7 working days from the date of intimation from TSRTC or the date of invocation of the Security Deposit whichever is later.
- 9.34. It should be noted that all the above-mentioned penalties will be exclusive to each other.
- 9.35. The decision of TSRTC in this matter shall be final and binding on both the parties
- 9.36. After completion of full-scale operation, the successful tickets issued between pilot phase and III phase (Full scale operation), shall be paid after completion of project implementation i.e. after start of the project period. The various timelines and related milestones have been defined in this RFP under project timelines.
- 9.37. If transaction is successful, selected bidder will be paid as per agreed ticket rate
- 9.38. If transaction is not successful /failed TSRTC will not be liable to pay as per agreed ticket rate

Cancellation is done at user/passenger end then;

- 9.39. If the ticket is successfully booked and cancelled by user then TSRTC will pay the bidder on the basis of cancellation fee, this cancellation fee which will be agreed in between selected bidder and TSRTC at time of signing of agreement.
- 9.40. If by any means TSRTC has cancelled the running schedule of bus or due to non-availability of bus, the TSRTC will pay to bidder with the agreed rate which will be agreed in between selected bidder and TSRTC at time of signing of agreement

Adherence to SLA

- 9.41. The payment to the bidder shall be governed by the SLAs defined in this RFP.

Adherence to Milestone plan

- 9.42. The payment to the bidder shall also depend on the adherence of the bidder to the timelines specified for implementation as specified in the RFP.

Periodicity of payment

- 9.43. Payment to the selected bidder would be on T + 2 days basis of total number of chargeable Transactions handled in a particular day and the deductions based on the performance on the SLAs defined in this RFP shall be categorically calculated at the end of month and shall be deducted in first 10 days of next month with prior intimation to

Bidder. Additionally, all payments to be made by TSRTC to the bidder shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied / applicable (including GST as applicable).

Third Party Audits and Reviews

9.44. Cost of any third-party audit - including initial and annual audits as mentioned in this RFP shall be borne by the bidder and payment to the agency will be made by the bidder. Audit shall be done at initial stage of contract and whenever there will be changes in device or in software specification.

Taxes and Statutory Payments

9.45. All payments agreed to be made by TSRTC to the bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable.

9.46. The bidder shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract. The bidder shall bear all income/corporate taxes, levied or imposed on the bidder on account of payments received by it from TSRTC for the work done under this Contract. The bidder shall bear all other taxes such as GST, Octroi, VAT, custom duty, levies, etc. if there is change in tax rate or introduction of any new tax, same shall be passed to each party i.e. if tax rate reduces, bidder will charge lower rate and if tax rate increases or new tax is introduced, bidder will be compensated for additional percentage or new tax.

10 Payment And Settlement Terms

1. The Selected Bidder shall set up a Settlement Account with the Settlement Bank for holding Digital Payments prior to settlement.
2. 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).
3. 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.
4. Payment shall be made in Indian Rupees only.
5. All payments from the Purchaser to the Selected Bidder shall be subject to tax deductions as per applicable laws of India.

11 Service Level Agreements ('SLA')

11.1 SLA during Implementation Phase

11.1.1 Calculation of SLA

1. The Selected Bidder shall adhere to the Project Timelines defined in clause 7.
2. The Selected Bidder shall be penalised 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.

11.2 SLA during Operations and Maintenance Phase

11.2.1 Calculation of SLA

1. The Selected Bidder shall adhere to the SLA defined below for each component.
2. The Selected Bidder shall be penalised 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.

11.2.2 SLA for ETIMs Platform

Definition	'Availability Of ETIM' means that the ETIM is able to perform intended functions.
SLA	The cumulative average Availability of ETIMs for all ETIMs should

	be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	<p>Availability Of ETIMs = (Working ETIM Days / Total ETIM Days) x 100%</p> <p>Where:</p> <p>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.</p>
SLA Penalty Amount	<p>99% or more: 0 (Zero)</p> <p>98% to 98.99%: 0.5% (Zero point five percent) of the Monthly Invoice Amount</p> <p>97% to 97.99%: 1.5% (One point five percent) of the Monthly Invoice Amount</p> <p>Less than 97%: 2.5% (Two point five percent) of the Monthly Invoice Amount</p>
Critical SLA	96%

11.2.3 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	<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%: ₹30,000 (Rupees Thirty Thousand Only) per month</p>
Critical SLA	94%

11.2.4 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

11.2.5 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.
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 trips 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	96%

11.2.6 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 and trips 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	96%

11.2.7 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.
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 Time - System Downtime) / (Cloud Based Hosting 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%: ₹25,000 (Rupees Twenty Five Thousand Only) per every 1 (one)percentage lesser, or part thereof, per month
Critical SLA	94%

12 Intellectual Property Rights (‘IPR’)

12.1 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.

12.2 Bespoke Development

Subject to the provisions of clauses 12.3 and 12.4, upon payment, the Purchaser shall be granted a non- exclusive, perpetual, fully paid-up license for any bespoke development done during the Term. Ownership of all the IPR shall lie with the Selected Bidder.

12.3 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 Pre- existing 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.

12.4 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.

13 Data Ownership and Data Security

13.1 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.

13.2 Data Security

13.2.1 Data and Infrastructure Security

1. 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.
2. All APIs transferring user data or any other sensitive data shall be protected using identity tokens.
3. The Selected Bidder should use private subnets for all servers and components which don't interface with clients directly.
4. Rate limiting must be deployed to mitigate certain type of attacks.

13.2.2 Application Security

1. A centralised 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.

13.2.3 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 unauthorised access to other apps on the ETIM.

14 Confidentiality

1. The Purchaser or its nominated agencies may allow the Bidder to review and utilise 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 15 and shall ensure that all its employees, agents, and sub-contractors involved in the project execute similar non-disclosure 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.

15 Force Majeure

15.1 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.

15.2 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.

15.3 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, TSRTC practices, processes, and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

16 Material Breach

16.1 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 11.2 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.
2. Material Breach by the Purchaser shall include the following:
 - a) When the Purchaser delays payments for 6 (six) months beyond the due date.

16.2 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 17.1.

17 Termination

17.1 Termination

The Corporation can resort to termination/cancellation of agreement by giving 6 month's advance notice. In case of such premature termination of Contract for no fault on the part of the successful bidder, TSRTC will settle all the pending bills, refund the EMD/Security Deposit, after settling all the transactions under the contract. TSRTC will also permit the successful bidder to take back the equipment installed by them in TSRTC.

17.2 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.

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 19.5 'Settlement of Disputes'.

17.3 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 18.

18 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.
 - f) Under ordinary circumstances, Bidder reserves no right to exit from the project. TSRTC reserves full rights to exit. However, under extra ordinary circumstances, if the SI unlikely to maintain contractual obligations due to changes in the organisation may serve a written notice to TSRTC duly stating the reasons

19 Other Conditions

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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. The provisions of the Arbitration and Conciliation Act, 1996 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.

19.6 Jurisdiction of Courts

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 Hyderabad and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in Hyderabad only.

Annexures

Annexure 1: Functional Details of ETIM/i-TIM

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, TAYL 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 Telugu/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 ('NCCM').

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 oneweek'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.
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 2: Technical Specifications of ETIM

Processor

Application processor: ARM Cortex Quad Core

Memory

1GB RAM + 8GB Flash

Operating System

Android 10.0 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 built-in

Audio

1 speaker
1 microphone
1 Headphone

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 5000 mah or more

Weight

450 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 L1 & L2
certified RuPay qSPARC
certified for NCMC
EMV Contactless L1, Master Card
Pau pass, Visa PayWave, Discover D-
PAS, AMEX Express Pay, Master Card
TQM

Annexure 3: 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. The AFCS should provide Data Analytics to predict and for planning the future operations.
7. 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 authorised 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 authorised personnel as per the SLA.

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 4: 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 travelers.

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 Purchaser 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.
9. The mobile application should be available in English, Hindi, Telugu, 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 5: Technical Specifications of Mobile App

Mobile App Technical Specifications

1. The mobile app should function on all Android smart phones supporting Android OS version 9 or higher.
2. A web version of the mobile app should be released to support all other mobile operating systems, including iOS.

Annexure 6: Functional Details of Smart Cards Platform

Overview

1. Smart cards shall work as 100% contactless tap-to-pay cards
2. The smart cards must be NFC enabled.
3. The smart card should be able to concurrently store:
 - a) Closed System PPI; and
 - b) 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 7: 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 8: 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.)	
Authorised By The Purchaser Signature Name: Title	Received By The Selected Bidder Signature Name: Title

Authorised By The Purchaser	Received By The Selected Bidder
Signature Name: Title : Date :	Signature Name: Title : Date :

Annexure 9: Financial Bid Format

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

Date:

To,

The Chief Engineer (IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

Subject: Submission of Financial Bid for ‘Selection of Service Provider for Automatic Fare Collection System for TSRTC’

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.

Indicative Project Cost with component wise breakup

Item Description	Amount In Figures (In Rs.)	GST Amount In Figures (In Rs.)	Gross Amount in Figures (In Rs.)

Part- A

(CAPEX and OPEX Model)

Item Description	Amount In Figures (In Rs.)	GST Amount In Figures (In Rs.)	Gross Amount in Figures (In Rs.)
ETIM Cost Per Device			
OPEX- Per Transaction Charges			
Cost of the Man Power			

Note : Financial bid shall be submitted along with BOQ. Also bidder should quote their rates in Rs.

Part - B(only OPEX Model)

Item Description	Amount In Figures (In Paise)	GST Amount In Figures (In Paise)	Gross Amount in Figures (In Paise)
Per Transaction Charges			

Please note that GST is extra as applicable.

Note : Bidder should quote their rates in paise.

Part-A and Part-B of Annexure-9 are considered for Financial Evaluation.

For..... ,

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

Designation:

Date:

Place:

Business Address:

Annexure 10: 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 authorised signatory.

Date:

To,

The Chief Engineer(IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

Subject: Submission of Bidder Details in response to Request for Proposal for ‘Selection of Service Provider for Automatic Fare Collection System for TSRTC’

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 TSRTC of my knowledge.

For..... ,

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

Designation:

Date:

Place:

Business Address:

Annexure 11: 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 Automatic Fare Collection System for TSRTC'(hereinafter referred to as 'Project') of Telangana State Road Transport Corporation(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 2.2(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 authorised to incur liabilities and receive instructions for and on behalf of any or all Consortium Members.
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 Hyderabad shall have the exclusive jurisdiction in all matters arising there under.
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 authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of..... has been affixed in my / our 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</p> <p>(Lead Bidder)</p> <p>(Signature of authorised representative and seal)</p> <p>Name:</p> <p>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</p> <p>(Second Bidder)</p> <p>(Signature of authorised representative and seal)</p>

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

Annexure 12: 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) and Page Number(s)	Content of RFP requiring Clarification(s)	Points of Clarification
1.		
2.		

3.			
4.			
5.			
6.			
7.			

Annexure 13: Performance Bank Guarantee Format

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

Date:

To,

The Chief Engineer(IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

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 Automatic Fare Collection System in TSRTC' to TSRTC (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 recognised 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 14: Earnest Money Deposit Format

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

Date:

Annexure 15: 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, Telangana State Road Transport Corporation (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 Automatic Fare Collection System for TSRTC' (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.
 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 Hyderabad shall have jurisdiction.

For..... ,

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

Designation:

Date:

Business Address:

Annexure 16: 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 at do hereby constitute,

appoint and authorise 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 Automatic Fare Collection System for TSRTC' (hereinafter referred to as the 'Tender')including signing and submission of all documents and providing information / responses to the Telangana State Road Transport Corporation (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..... ,

Name: Designation:
Date:
Business Address:

(Signature of the authorised signatory along with company seal)

Accepted,

(Signature of the
Attorney) Name:

Title:

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 notarised 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 17: 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 Automatic Fare Collection System for TSRTC', as per the scope of work stipulated therein for which proposal(s) (herein referred to as 'Bid(s)') have been invited by the Telangana State Road Transport Corporation (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 Thereof, the members constituting the Consortium Members as aforesaid have executed these presents on thisday of.....

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 18: Pre-Qualification Submission Letter

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

Date:

To,

The Chief Engineer(IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

Subject: Pre-Qualification submission letter in response to Request for Proposal for ‘Selection of Service Provider for Automatic Fare Collection System for TSRTC’

Dear Sir,

1. We hereby request to be qualified with the TSRTC (hereinafter referred to as the ‘Purchaser’) as a bidder for your Request for Proposal for ‘Selection of Service Provider for Automatic Fare Collection System for TSRTC’ 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 authorise the Purchaser or their authorised 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 authorise (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 TSRTC 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 authorise the Purchaser to reject our application.
6. We confirm having submitted the information as required by you in clause 3.4.7'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.

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 Security Deposit as required in clause 3 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 2 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 TSRTC 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/ organisation 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 authorised signatory along with company seal) Name:

Designation:

Date:

Place:

Business Address:

Annexure 19: 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 20: Anti-Blacklist Self Declaration Form

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

Date:

To,

The Chief Engineer(IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

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 Automatic Fare Collection System in TSRTC’ 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 authorised signatory with
company seal) Name:

Designation:

Date:

Place:

Business Address:

Annexure 21: Financial Capability

Note: To be furnished by the chartered account of the bidder / each consortium member on their letterhead and signed by an authorised signatory. Please attach supporting financial statements as required in clause 3.4.7.

Date:

To,

The Chief Engineer (IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

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 TSRTC 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
	₹	Rupeesonly
	₹	Rupeesonly

	₹	Rupeesonly
--	---	------------------

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

Designation:

Membership

Number: Date:

Place:

Business Address:

Annexure 22: Technical Bid Submission Letter

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

Date:

To,

The Chief Engineer(IT),

Telangana State Road Transport Corporation
(TSRTC), Bus Bhavan, RTC X Road, Musheerabad,
Hyderabad, Telangana -500020.

Subject: Technical Qualification submission letter in response to Request for Proposal for ‘Selection of Service Provider for Automatic Fare Collection System for TSRTC’

Dear Sir,

1. We hereby request to be qualified with the TSRTC (hereinafter referred to as the ‘Purchaser’) as a bidder for your Request for Proposal for ‘Selection of Service Provider for Automatic Fare Collection System for TSRTC’ 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 authorise the Purchaser or their authorised 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 authorise (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 TSRTC 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 authorise the Purchaser to reject our application.
6. We confirm having submitted the information as required by you in clause 3.4.9 '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.
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 EMD/Security Deposit as required in clause 3 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 2 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 TSRTC 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 authorised signatory along

with company seal) Name:

Designation:

Date:

Place:

Business Address:

Annexure 23: 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.					