

# Request for Proposal

Supply and Maintenance of  
Electronic Ticketing Machines  
(ETMs) with Accessories for  
Gurugram Metropolitan  
City Bus Ltd.



Gurugram Metropolitan  
City Bus Limited

**FOR  
PUBLIC BUS SERVICE IN  
GURUGRAM URBAN REGION**

Issued by  
Gurugram Metropolitan City Bus Ltd. (GMCBL)

Tender Ref. No. – GMCBL/ETM/2021/01 - Date 06<sup>th</sup> September 2021

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## Gurugram Metropolitan City Bus Limited

CIN: U60300HR2017SGC070649

Bus Depot ,Kadipur Chowk,Sec-10, Gurugram 122001

Website : [www.gmcbl.in](http://www.gmcbl.in)

Tender Ref. No. – GMCBL/ETM/2021/01

Gurugram Metropolitan City Bus Limited ("GMCBL"), invites sealed proposals from eligible entities for **supply and maintenance of Electronic Ticketing Machines (ETM)** with accessories on rental basis for about 200 buses of Public Bus Service in Gurugram.

Tender Document Fees & eService Fees (Rs.)	Date of Issue of RFQ	Last date of receiving queries	Date of Pre Bid Meeting	Last date of submission of application	Opening of Technical Document	Bid Security/ EMD (Rs.)
Rs. 1000+ Rs. 1000+ GST	September 06, 2021	September 13, 2021	September 15, 2021 at 11:00 AM at Conference Hall, 3 <sup>rd</sup> Floor, GMDA, Sector -44, Gurugram	September 27, 2021	September 28, 2021	Rs. 5,00,000

1. The process will identify Eligible Bidders for participation in the e-bid for supply and maintenance of Electronic Ticketing Machines (ETM) with accessories on rental basis for about 200 buses of Public Bus Service in Gurugram.
2. The RFQ documents shall be available on [www.gmcbl.in](http://www.gmcbl.in) as well as on <https://etenders.hry.nic.in>. Possession of Digital Signature Certificate (DSC) and registration of the Bidder on the portal <https://etenders.hry.nic.in> is a prerequisite for e tendering. Kindly contact o/o <https://etenders.hry.nic.in> as per the details given in the RFQ document.
3. For any other query, please contact Joint Chief Finance officer, GMCBL at [Jtcfgmcbl.gmda@gov.in](mailto:Jtcfgmcbl.gmda@gov.in)
4. For further details, visit website <https://etenders.hry.nic.in> and [www.gmcbl.in](http://www.gmcbl.in)
5. All subsequent, notification changes and amendments would be posted only on the following websites: [www.gmcbl.in](http://www.gmcbl.in) and <https://etenders.hry.nic.in>

Sd/-

For & on behalf of Chief Executive Officer,  
Gurugram Metropolitan City Bus Limited

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# 1. Introduction

## 1.1 General

- 1.1.1 Gurugram Metropolitan City Bus Limited (“GMCBL”) is undertaking several initiatives in order to upgrade mobility solutions to provide convenient, seamless and affordable multimodal commuting choices to travellers within the city.
- 1.1.2 GMCBL envisages having a new modern bus system which would involve technology assisted features both for rigorous internal system of SLA monitoring of service quality and quantity, and passenger friendly interfaces with real time information of services, smart card passes, mobile app and electronic tickets etc.
- 1.1.3 Keeping this in view, GMCBL is planning and procuring modern buses (equipped with GPS devices, CCTV camera etc) and also other related equipment/ services for electronic ticketing machines, display boards at bus shelters, pass centres, mobile apps etc. GMCBL aspires to upgrade technology to the next level where wi-fi routers, validators, etc. are also planned to be installed.
- 1.1.4 GMCBL now invites sealed Proposals for selection of a vendor for supply and maintenance of 450 number of Electronic Ticketing Machines (ETMs) along with Ticketing application and accessories (the “ETM Vendor”) for about 200 buses to be operated in shifts on daily basis as part of the Project. The ETM Vendor is proposed to be selected through an open, transparent and competitive bidding process, which is declared as the Successful Bidder in terms of this RFP document.
- 1.1.5 The ETM Vendor will be required to perform the following scope of work, during the contract period:
  - a) Supply ETMs (with complete accessories, one spare battery and charger) for use in Buses, as per the minimum technical specifications provided in Appendix 10 including carrying out the activities incidental and relating thereto. The number of ETMs required to be supplied may increase or decrease by up to 25%.



- b) Provide complete Software Development Kit (SDK) of the ETM to GMCBL, to enable it to develop application for ETMs and various sub-components thereof, subject to the terms and conditions stated in Appendix 10A. It should contain APIs, commands, functions to programme smart card reader, thermal printer, display, GPRS, etc. The SDK should meet the minimum requirements specified in Appendix 10A.
- c) Supply Charging Infrastructure with accessories for charging of ETM/ batteries as per the minimum technical specifications provided in Appendix 10 including carrying out the activities incidental and relating thereto.
- d) Undertake maintenance, repair, replacement of ETM failing during operation and; keep sufficient spare parts. ETM vendor should also undertake other incidental activities relating to the ETMs including components, batteries and accessories. The repair services of ETMs should be done at Door Steps i.e. at GMCBL Bus Depots.
- e) Undertake preventive maintenance, including and not limited to head cleaning, cleaning of the gang chargers, contact point, battery conditioning, and printer assembly. Repair, replacement, keep sufficient spare parts and other incidental activities relating to the Charging Infrastructure including components and accessories. To manage above activities, should deploy sufficient manpower, so that ETM's are in a state to be issued, in the morning to the CSA's.
- f) The Vendor to provide with a clear guideline or protocols for handling the ETM devices to the Depot staff and to the Customer Service agent who will be in the bus.
- g) The ETM devices provided by the Vendor has to be National Payment Corporation of India (NPCI) certified
- h) Provide helpdesk for lodging complaints with respect to the defects/issues in ETMs and accessories and Charging Infrastructure.
- i) The ETM Vendor shall have to comply with the technical specifications as provided in Appendix 10 and 10A

1.1.6 An agreement ("ETM Agreement") shall be executed between GMCBL and the Successful Bidder in relation to the Project.

## 1.2 Brief Description of Bidding Process

- 1.2.1 The RFP document of captioned project is hosted online and can be downloaded from website: [www.gmcbl.in](http://www.gmcbl.in) or <https://etenders.hry.nic.in> **The Proposal shall be submitted online as per the provisions of this RFP.**
- 1.2.2 GMCBL intends to follow a single stage bidding process for selection of the ETM Vendor for the Project.
- 1.2.3 RFP Document follows a two-step approach comprising:
- Technical Bid: Technical evaluation of Bidders based on qualification criteria.
  - Financial Bid: Price evaluation of Bidders who have been found to be technically qualified.
- 1.2.4 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and other parameters in accordance with the criteria set out in this RFP document.
- 1.2.5 Financial Bid of only those bidders who are found technically qualified shall be opened.
- 1.2.6 Details of the schedule of Bidding Process is provided in Appendix 1.

### 1.3 Instructions on Electronic Tendering System

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

- 1.3.1 **Registration of bidders on the Haryana e-tender Portal:** - All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.
- 1.3.2 **Obtaining a Digital Certificate:** - The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by any Approved Certifying Authority by the Controller of Certifying Authorities, Government of India.
- 1.3.3 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.
- 1.3.4 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate.
- 1.3.5 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 1.3.6 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 1.3.7 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the bidder in tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the bidder.
- 1.3.8 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 1.3.9 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 1.3.10 **Pre-requisites for online bidding:-**In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.
- 1.3.11 **Online Viewing of Detailed Notice Inviting Tenders:** - The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.
- 1.3.12 **Download of Tender Documents:-** The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>
- 1.3.13 **Key Dates:** - The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**Online Payment of Tender Document Fee, eService fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid).**

- 1.3.14 **Online Payment of Tender Document Fee + e-Service fee:** - The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.
- 1.3.15 **Preparation and submission of online applications/bids:-** Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online.
- 1.3.16 **Scanned copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:-** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**ASSISTANCE TO THE BIDDERS**

- 1.3.17 In case of any query regarding process of e- tenders and for undertaking training purpose, the intended bidder can contact Help-desk support.
- 1.3.18 **Important Notes:-**
- a) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>
  - b) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in/> and click on the available link 'How to...?' to download the file.

**1.3.19 Guidelines for Online Payments in e-tendering:-** Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

**A. Debit Card:** - The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

**B. Net Banking:** - The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank

- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

**C. RTGS/ NEFT:** - The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
  - Beneficiary account no: (unique alphanumeric code for e-tendering)
  - Beneficiary IFSC Code:
  - Amount:
  - Beneficiary bank branch:
  - Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- (v) The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- (vi) Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there

would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

**D. Over-the-Counter (OTC):-** This solution shall allow the bidder having account with ICICI Bank, to make the payment from any CMS enabled Branch of ICICI Bank in India. Bidders can make the payment via cash (if amount is  $\leq$  ₹49,999), Demand Draft or ICICI Bank Cheque. The procedure for paying through OTC mode is as follows:

- (i) Bidder selects Over-the-Counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. Bidder chooses the bank account no. for refund of the amount.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal displays the details of payment. Bidders clicks on “print \_challan” and prints the OTC challan.
- (v) Bidder submits the OTC challan at the counter of any designated branch of ICICI Bank with Cash / Demand Draft / ICICI Bank Cheque (Payment in cash is allowed upto Rs. 49,999/-)
- (vi) ICICI Bank verifies the URN (format to be discussed and decided) and Amount with e- Procurement portal prior to accepting the payment
- (vii) On successful verification from e-Procurement portal, ICICI Bank accepts the payment. In case of failure, ICICI Bank shall return back the OTC challan and payment to the Bidder.
- (viii) ICICI Bank will commit the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction Number (I-Sure Reference Number) online against the URN and Amount.
- (ix) ICICI Bank will generate receipt for the payment transaction and issues the same to the Bidder.
- (x) The e-Procurement system updates the bank transaction number against the URN and Amount based on details sent by ICICI Bank online prior to generation of receipt.
- (xi) The status of payment will be displayed as “verification successful” in e- Procurement portal, when the bidder clicks on verification option in the portal
- (xii) Bidder would be required to upload the scan copy of receipt as received from ICICI Bank as part of proof in Nextender portal before submitting the tender



Sr no.	Scenario	Do's / Don'ts
1	In the event of making Payment through NEFT/RTGS	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are:               <ol style="list-style-type: none"> <li>1) Beneficiary account no: &lt;client code&gt; + &lt;random number&gt;</li> <li>2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders)</li> <li>3) Amount: As mentioned on the challan. It is specific for every tender/transaction</li> <li>4) Beneficiary bank branch: ICICI Bank Ltd, CMS</li> <li>5) Beneficiary name: As per the challan</li> </ol> </li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li> <li>• It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender</li> <li>• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.</li> <li>• Bidder must do the payment before tender validity gets expired</li> </ul> <p><b>Don'ts</b></p> <ul style="list-style-type: none"> <li>• Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise:               <ol style="list-style-type: none"> <li>1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account</li> <li>2) Incorrect Beneficiary account number mentioned(&lt;client code&gt; + &lt;random number&gt;):-                   <ol style="list-style-type: none"> <li>a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.</li> </ol> </li> <li>3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-</li> </ol> </li> </ul>

		<p>refunded directly to bidder's account.</p> <p>In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.</p> <ul style="list-style-type: none"> <li>• Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination</li> <li>• Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder</li> <li>• Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder</li> </ul>
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2	<p><b>In the event of making Payment through OTC</b></p>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: &lt;client code&gt; + &lt;random number&gt; Amount: As mentioned on the challan It is specific for every tender/transaction Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan</li> <li>• Bidder must do the payment before tender validity gets expired</li> <li>• Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender</li> </ul> <p><b>Don'ts</b></p> <ul style="list-style-type: none"> <li>• If the bidding amount is greater than Rs49, 999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque</li> <li>• It is bidder's responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder's Bank on</li> </ul>
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		<p>account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder's Bank</p> <ul style="list-style-type: none"><li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li></ul>
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## 2. Instructions to Bidders

### A. General

#### 2.1 Definitions

2.1.1 In this RFP document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

- a) **“Bidder”** means an entity that submits a proposal in terms of this RFP document.
- b) **“Bidding Process”** shall mean the two stage competitive bidding process with two er system comprising (i) the Technical Bid and (ii) the Financial Bid for selecting Vendor for and maintenance of Electronic Ticketing Machines with accessories.
- c) **“Letter of Award”** shall mean the letter issued by GMCBL to the Successful Bidder.
- d) **“Project”** means the stage carriage buses operated in Gurugram.
- e) **“Proposal”** shall mean the documents received by GMCBL from interested parties who is eligible to submit its proposal in response to this RFP document for providing ETM devices, accessories and related services on rental basis.
- f) **“RFP Document”** shall mean the documents set out in Clause 2.7 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- g) **“Successful Bidder”** shall mean the Bidder/s selected for award of the contract for supply and maintenance of Electronic Ticketing Machines with accessories.
- h) **“Period of Contract”** means a period of five (5) years commencing from the date of supply of last lot of ETM devices.

## 2.2 Scope of Proposal

- 2.2.1 GMCBL invites proposals from eligible entities having the requisite technical and financial capabilities ("Proposal").
- 2.2.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) document (hereinafter referred to as the "Evaluation Criteria") in order to identify the Successful Bidder for providing the services envisaged under the ETM Agreement for the Project.
- 2.2.3 Terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft ETM Agreement.
- 2.2.4 Pursuant to the release of this RFP document, GMCBL shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by GMCBL, including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by GMCBL.
- 2.2.5 This RFP document and all attached documents are and shall remain the property of GMCBL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposals in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their Proposals. GMCBL will not return any Proposal or any information provided along therewith.
- 2.2.6 The statements and explanations contained in this RFP document are intended to provide an understanding to the Bidders about the subject matter of this RFP document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the ETM Agreement. GMCBL has the right to amend, alter, change, supplement or clarify the scope of service and work. Consequently, any omissions, conflicts or contradictions in the Bid document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by GMCBL.
- 2.2.7 Bidders may note that GMCBL will not entertain any material deviations from the RFP document at the time of submission of the Proposal or

thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP document with all its contents including the terms and conditions of the draft ETM Agreement. Any conditional Proposal is liable for outright rejection.

- 2.2.8 Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of GMCBL.

## 2.3 Bidders

### 2.3.1 Bidders:

Any company incorporated under the Companies Act, 2013 for supply and maintenance of Electronic Ticketing Machines or similar devices and such fact can be inferred from company's main objectives in the articles and memorandum of association shall be eligible for bidding.

- 2.3.2 The Bidder shall submit a Power of Attorney as per the format enclosed at Appendix 3, authorising the signatory of the Proposal to commit the Bidder.

- 2.3.3 Notwithstanding anything stated elsewhere in these documents, GMCBL shall have the right to seek updated information from the Bidders to confirm their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to GMCBL. A Bidder may be disqualified if it is determined by GMCBL at any stage during the process that the Bidder will be unable to fulfil the requirements of the Contract or if a bidder fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided by such bidders within a reasonable timeframe as stipulated by GMCBL.

- 2.3.4 A Bidder who has earlier been barred by any entity of Government of India or GMCBL or blacklisted by any state government or central government / department / agency/ PSU in India from participating in Bidding Process shall not be eligible to submit a Proposal if such bar subsists as on the Proposal Due Date.

- 2.3.5 For a Bidder to be eligible, the said Bidder or any of its constituents or predecessor entity must not have been a defaulter in complying with statutory obligations.

## 2.4 Number of Proposals

Each Bidder shall submit only one (1) Proposal in response to this RFP document.

## 2.5 Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. GMCBL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

## 2.6 Verification of Documents

GMCBL reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFP document. Failure on the part of GMCBL to undertake such verification shall not relieve the Bidders of their obligations or liabilities hereunder nor will it affect in any manner any of the rights of GMCBL hereunder.

## 2.7 Contents of RFP Document

The RFP Document consists of two Parts as listed below and would include any addenda issued in accordance with Clause 2.9.1.

<b>Part I</b>	<b>Instructions to Bidders (ITB)</b>
<b>Part II</b>	<b>Draft ETM Agreement (DEA)</b>

## 2.8 Clarifications by Bidders

2.8.1 Bidders requiring any clarification on the RFP document may notify GMCBL in writing by e-mail within such date as specified in the Schedule of Bidding Process set forth in Appendix 1.

2.8.2 GMCBL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, GMCBL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring GMCBL to respond to any question or to provide any clarification.

- 2.8.3 GMCBL may also on its own, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by GMCBL shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by GMCBL or their directors, employees, advisors or representatives shall not in any way or manner be binding on GMCBL.

## 2.9 Amendment of RFP Document

- 2.9.1 At any time prior to the Proposal Due Date, GMCBL may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by issue of an Addendum.
- 2.9.2 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, GMCBL may, at its own discretion, extend the Proposal Due Date.
- 2.9.3 GMCBL may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP document.

## 2.10 Pre-Proposal Meeting

- 2.10.1 To clarify and discuss issues with respect to the RFP document, a Pre-Proposal meeting will be held as per details provided in Appendix 1.
- 2.10.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries, if any, in respect of the RFP document. Bidders must formulate their queries and forward the same to GMCBL prior to the meeting in terms of schedule set out in Appendix 1. GMCBL may, as may be considered acceptable at its sole discretion, amend the RFP document based on inputs provided by Bidders.
- 2.10.3 GMCBL will endeavour to hold the meeting as per Schedule of Bidding Process. Any change in the schedule of Pre-proposal meeting will be communicated by posting on [www.gmcbl.in](http://www.gmcbl.in)
- 2.10.4 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. GMCBL will endeavour to respond to the queries as it may deem appropriate, irrespective of attendance of the Bidder in the Pre-Proposal meeting.
- 2.10.5 All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by e-mail:



**SUBJECT**

**“RFP document for Supply and Maintenance of Electronic Ticketing Machines with Accessories on rental basis”**

***(The above subject should be inscribed on the subject-line of the emails)***

**Email :** [jtcfogmcbi.gmda@gov.in](mailto:jtcfogmcbi.gmda@gov.in)

2.10.6 No interpretation, revision, or other communication from GMCBL regarding this solicitation shall be valid unless it is made in writing by GMCBL.

## **2.11 Miscellaneous – Other Provisions**

2.11.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and only the Courts at Gurugram shall have jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

2.11.2 GMCBL, in its sole discretion and without incurring any obligation or liability, reserves the right to:

- a) Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process and / or modify the dates or other terms and conditions relating thereto;
- b) Qualify or disqualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
- c) Retain any information and/or evidence submitted to GMCBL by, on behalf of, and / or in relation to any Bidder;
- d) Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder;
- e) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases GMCBL, its directors, employees, agents and advisers irrevocably, unconditionally, fully and finally from any and all liabilities for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

## 2.12 Disqualification

2.12.1 Even if the Bidder meets the guidelines as set forth in this RFP document, GMCBL at its discretion can disqualify the Bidder, if the Bidder:

- (a) Has been debarred by any state or central government or government agency or department or PSU in India; or
- (b) Has made misleading or false representation in the forms, statements and attachments submitted; or
- (c) Or any of its constituents or its predecessor entity has a record of poor performance such as default in statutory compliances, consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.

2.12.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof :

- a) Made a complete and careful examination of the terms and conditions / requirements, and other information set forth in this RFP document and other Bidding documents;
- b) Received all such relevant information as it has requested from GMCBL;
- c) Acknowledged and accepted the risk of any inadequacy, error or mistake in the information provided in any of the Bidding documents or furnished by or on behalf of GMCBL relating to any of the matters referred to in the Bidding Process including Bidding documents;
- d) Acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Bidding documents or ignorance of any of the matters referred to in the RFP, and any amendments thereof, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from GMCBL or a ground for termination of the ETM Agreement; and
- e) Agreed to be bound by the undertakings provided by it under this RFP document and in terms hereof.

2.12.3 GMCBL shall not be liable for any mistake or error or neglect by the Bidders in respect of the above.

- 2.12.4 The Bidders and their respective directors, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the ETM Agreement. Notwithstanding anything to the contrary contained herein or in the LoA or the ETM Agreement, GMCBL shall reject a Proposal, withdraw the LoA, or terminate the ETM Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practice in the Bidding Process. In such an event, GMCBL shall forfeit the Bid Security or Performance Security, as the case may be, as genuine pre-estimated compensation and damages payable to GMCBL towards, inter alia, time, cost and effort of GMCBL, without prejudice to any other right or remedy that may be available to GMCBL hereunder or otherwise.
- 2.12.5 Without prejudice to the rights of GMCBL under Clause 2.12.4 hereinabove and the rights and remedies which GMCBL may have under the LoA or the ETM Agreement, if Bidder is found by GMCBL to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bidding Process, or after the issue of the LoA or execution of the ETM Agreement, such Bidder shall not be eligible to participate in any tender or RFP document issued by GMCBL for a period of five years. .
- 2.12.6 For the purposes of Clauses 2.12.4 and 2.12.5 above, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person including legal, financial or technical adviser connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMCBL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the ETM Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMCBL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) "Coercive practice" means impairing or harming, or threatening to impair or harm,

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directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

- d) "Undesirable practice" means establishing contact with any person connected with or employed or engaged by GMCBL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

2.12.7 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMCBL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as genuine pre-estimated compensation and damages payable to GMCBL for, inter alia, the time, cost and effort of GMCBL, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to GMCBL hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) Such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder's paid up and subscribed capital. Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013; or
- b) A constituent of such Bidder is also a constituent of another Bidder; or
- c) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d) Such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- e) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder.

## B. Preparation and Submission of Proposal

### 2.13 Language

The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by a true and correct translation into English and duly signed, stamped and certified by the Bidder to be true and correct. Supporting materials that are not translated into English shall not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### 2.14 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

### 2.15 Bid Security

- 2.15.1 Proposals shall be accompanied by a Bid Security for an amount of Rs. 5,00,000/- (Rupees Five Lakhs only). The amount of EMD and Performance Security would be as per bid notice.
- 2.15.2 No relaxation of any kind in Bid Security shall be given to any Bidder except Micro, Small & Medium Enterprises (MSME).
- 2.15.3 The Bid Security shall be returned to unsuccessful Bidders within a period of 60 days on the signing of ETM Agreement.
- 2.15.4 The Bid Security of successful bidder will be adjusted against performance security and advance licence fees that successful bidder will have to deposit.
- 2.15.5 The Bid Security shall be liable to be forfeited and Proposal shall be liable to be rejected in the following cases:
  - a) If the Bidder withdraws its Proposal except as provided in Clause 2.22.1 ; or
  - b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
  - c) If the Bidder fails to accept the LoA within the stipulated time period as provided in Clause I; or

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- d) In case of the Successful Bidder, if it fails to sign the ETM Agreement within the specified time limit or any extension thereof; or
  - e) In case of the Successful Bidder, if it fails to furnish the Performance Security within the specified time limit prescribed thereof in the Agreement; or
  - f) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.4 to 2.12.6 of this ITB.
- 2.15.6 Bid Security has been waived off for MSME as per the Government notification.

## 2.16 Validity of Proposal

- 2.16.1 The Proposal shall indicate that it would remain valid for a period not less than 180 days from the Proposal Due Date (hereinafter "Proposal Validity Period"). GMCBL reserves the right to reject any Proposal that does not meet this requirement.
- 2.16.2 Prior to expiry of the Proposal Validity Period, GMCBL may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse to comply with the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.15 of this document in all respects. A Bidder refusing to comply with the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned and his Bid Security released.

## 2.17 Bidders Responsibility

- 2.17.1 The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of Bidding Documents will be at the Bidder's own risk.
- 2.17.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- a) Made a complete and careful examination of requirements and other information set forth in the Bidding Documents;

- b) Received all such relevant information as it has requested from GMCBL; and
- c) Made a complete and careful examination of the various aspects of the ETM Agreement including but not limited to:
  - i) All matters that might affect the Bidder's performance under the terms of the Bid Documents;
  - ii) A diligent scrutiny and is in conformity with the terms and conditions of the ETM Agreement;
  - iii) Clearances required to be obtained under the ETM Agreement; and
  - iv) Applicable laws and regulations in force in India.

2.17.3 GMCBL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

## 2.18 Format and Signing of Proposal

2.18.1 Bidders shall provide all the information as required / can be inferred from this RFP document and in the specified formats. GMCBL reserves the right to reject any Proposal that is not in the specified formats.

2.18.2 The Proposal should be submitted as under:

### RFP Document Fee & Bid Security

RFP Document fees and Bid Security shall be paid by the Eligible Bidder through online payment gateway established for the purpose.

**Technical Submissions**, which would include:

- i) Covering Letter as per Appendix 2 stating the Proposal Validity Period.
- ii) Power of Attorney for Signing of the Proposal as prescribed in Appendix 3.
- iii) Details of Bidder together with supporting documents required as prescribed in Appendix 4.
- iv) Details of Financial Capability of the Bidder as prescribed in Appendix 5.
- v) Details of contracts executed by the Bidder in the past together with certificates etc. as prescribed in Appendix 6.
- vi) Certificate of Incorporation of the Bidder under Companies Act, /2013 issued by Registrar of Companies or Certificate of commencement of business in case of public limited company.
- vii) Copy of Memorandum of Association and Articles of Association of the

Bidder.

viii) Supporting documents as per requirement of Clause 3.2 & 3.3 and 3.6.3 of RFP Document.

ix) Details of GST Registration No, ESIC Registration No. & PF Registration No, PAN No., valid bank account. Bidder should submit supporting documents as proof.

Note: All pages of aforesaid document shall be duly signed by Authorized Representative of the Bidder. Scanned copy of Documents to be submitted/uploaded for Technical bid under online PQQ/ Technical Envelope

#### **Financial Bid**

(i) Price Proposal as per the format set out in Appendix 7 and 7A **and is to be submitted online only through e-tender portal <https://etenders.hry.nic.in>**

2.18.3 The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person signing the Proposal. All pages of the Proposal must be serially numbered.

## **2.19 Sealing, Marking and Submission of Proposal**

2.19.1 The Proposal is required to be submitted online, failing which the Proposal would be summarily rejected.

2.19.2 Bidder(s) shall upload the scanned copies of its entire Technical Proposal consist of scanned copies of RFP document Fee and Bid Security, Eligibility and Qualification details/ Technical Submissions & all other documents, certificates etc. as required under the terms of the RFP;

## **2.20 Proposal Due Date**

2.20.1 Proposals shall be submitted on or before the Proposal Due Date and time mentioned in the Schedule of Bidding Process, set forth in Appendix 1 in the manner and form as detailed in this RFP document. For the purposes of this RFP document, the "Proposal Due Date" shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in Appendix 1. Proposals submitted by facsimile transmission or telex or email will not be acceptable.

2.20.2 GMCBL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.

## **2.21 Late Proposals**

Any Proposal received by GMCBL after the prescribed dead-line (Proposal Due Date) will



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be summarily rejected.

## 2.22 Modification and Withdrawal of Proposals

GMCBL reserves the right to reject any Application which in its opinion is non- responsive and no request for modification or withdrawal shall be entertained by GMCBL in respect of such Applications.

## 2.23 Confidentiality

Except as provided herein, information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising GMCBL in relation to or matters arising out of or concerning the Bidding Process. GMCBL will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that individuals having access to such material treat the same in confidence. GMCBL will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has legal jurisdiction to require its disclosure or unless it is necessary to do so in order to enforce or assert any claim, right or privilege of GMCBL or to defend any claim, action or proceedings against GMCBL.

## 2.24 Clarifications Sought by GMCBL

To assist in the process of evaluation of Proposals, GMCBL may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be communicated by Email. The Bidder in such cases would need to provide the requested clarification / documents promptly and within timeframe as given by GMCBL for the same, to the satisfaction of GMCBL. It is in the interest of the bidder to provide reply within the timeframe failing which GMCBL may not accept the said information and no change in the substance of the Proposal would be permitted by way of such clarifications.

## 2.25 Cost of RFP Document

The RFP Document is priced at Indian Rupees (INR) 1,000 (Rupees One Thousand only) on non-refundable basis to be paid online on website <https://etenders.hry.nic.in>.

### 3. Criteria and Methodology for Qualification and Evaluation

#### A. General

#### 3.1. Qualification Parameters

3.1.1 The Bidder's competence and capability shall be established by following parameters:

- a) Technical Capability of Bidder, evaluated in terms of the criteria outlined in the Qualification requirements specified in Clause 3.2.
- b) Financial Capability of the Bidder, evaluated in terms of turnover of the Bidder specified in Clause 3.3.

3.1.2 The Bidder has to meet the qualification criteria as detailed in Clause 3.2 and 3.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Financial Bid of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders, by GMCBL.

#### 3.2 Technical Capability

The Technical Capability of the Bidder shall be evaluated in terms of:

- 3.2.1 The Bidder shall have minimum 03 (Three) years of experience in the business of supply and maintenance of Electronic Ticketing Machines or EMV handheld point of sale devices as on March 31, 2021.

In addition to above, the Bidder's competence and capability is proposed to be established in terms of the criteria set out in Clause 3.6. Note: The Bidder should submit supporting documents as proof to meet the aforesaid criteria. This is mandatory for Qualification

### 3.3 Financial Capability Criteria

- 3.3.1 The Bidder has to be registered in India under the Companies Act of 2013. A copy of incorporation has to be submitted
- 3.3.2 The Bidder shall meet the financial criteria if the Bidder had an annual financial turnover of at least Rs. Five (5) Crores per annum during the preceding three (03) financial years (i.e 2017-18, 2018-19 and 2019-20). (Ref. Appendix 5). **This is to be certified by the statutory auditors of the bidders**

The Bidders shall provide information regarding the above based on audited annual accounts for the respective financial years (i.e 2017-18, 2018-19 and 2019-20). The financial year would be the same as the one normally followed by the Bidder for its Annual Report. It should be duly certified by the statutory auditor of the company.

- 3.3.3 In any case, the Audited Annual Financial Statements for three preceding years (i.e 2017-18, 2018-19 and 2019-20) are not submitted, then the Proposal will be rejected as non-responsive.

## B. Evaluation Methodology

### 3.4 Opening of Proposal

- 3.4.1 GMCBL shall open the envelope Technical Submissions on the Proposal Due Date as mentioned in Appendix-1, or at an appropriate time on the extended date for submission of Proposals as may be notified at the venue specified in Clause 2.19.8. Any information contained in the Proposal shall not in any way be construed as binding on GMCBL, its agents, successors or assigns, but shall be binding on the Bidder if the work is subsequently awarded to it under the Bidding Process on the basis of such information.

Any Proposal not accompanied with RFP document Fee and valid Bid Security in the acceptable form as per Clause 2.15 of this RFP will be summarily rejected by GMCBL as being non-responsive.

### 3.5 Test of Responsiveness

3.5.1 Bidders are expected to submit proposals complete in all respects. The required documents and details must be included. In the absence of the same, being material deviation or reservation, the Proposal is liable to be rejected.

3.5.2 A material deviation or reservation is one:

- (a) Which affects in a substantial way, the scope, quality, and / or performance of the services under the ETM Agreement, or
- (b) Which limits in a substantial way, inconsistent with the RFP Document, GMCBL rights or the Bidder's obligations under the ETM Agreement, or
- (c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

3.5.3 GMCBL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by GMCBL in respect of such Proposals.

### 3.6 Evaluation of Technical Submissions

3.6.1 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders shall be checked for eligibility, experience, financial capability, and other such compliances with the requirements of the RFP document. GMCBL reserves the right to reject the Proposal of a Bidder without opening the Financial Bid, if the same is not responsive in terms of Clause 3.5.

3.6.2 Bidder who meets the requirements set out above, Technical Capability of the Bidder shall be evaluated by the following terms:-

- a. The bidder should have supplied minimum 500 Electronic Ticketing Machines or similar devices for use in public transport in India or anywhere in the world, OR

The bidder should have supplied minimum 2,500 EMV handheld devices for payment applications in India or anywhere in the world.

- b. The ETM offered by the Bidder shall be Q-Sparc certified by NPCI as on the date of submission of bid.
- c. The ETM offered by the Bidder shall meet all the technical specifications, as listed in Appendix 10. (Provide a undertaking and associated certifications)
  - i. The Bidder should provide all the documents to support the above technical evaluation parameters.
  - ii. A list of such technically qualified Bidders ('Shortlisted Bidders') shall be prepared and the Bidders shall be informed that their Proposal has been shortlisted for opening of the Financial Bid.
  - iii. GMCBL shall intimate a date for opening of the Financial Bid to all Shortlisted Bidders.

### 3.7 Evaluation of Financial Bid

- a) In Part II, the Financial Bid of all the Bidders who qualify the Part I evaluation will be opened.
- b) The Bidders should submit the Financial Bid in the format set out in **Appendix 7 and 7A**.
- c) Proposal of the Bidders would be evaluated on the basis of the "Total Proposal Price" quoted in the Financial Bid.
- d) **Award Criteria**

- I. Subject to the above, GMCBL will consider the Bidder whose Proposal has been determined to be responsive, complete and in accordance with the RFP document and has quoted the lowest Total Proposal Price as Preferred Bidder.

In case, two or more Bidders quote the same lowest Total Proposal Price, GMCBL may negotiate with them in a meeting. GMCBL shall declare the Bidder as successful Bidder who has quoted the lowest Total Proposal Price.

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OR

If during the negotiation the total proposal price is not reduced by two or more lowest bidders , then the total contract value may be allocated equally between the two or more bidders who have quoted the same lowest Total Proposal Price.

### 3.8 Notification

GMCBL will notify the Successful Bidder by mail and by a letter in the format set out in Appendix 8 (“Draft Letter of Acceptance”) that its Proposal has been accepted.

### 3.9 GMCBL’s Right to Accept or Reject Proposal

- I. GMCBL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without any liability or obligation for such acceptance, rejection or annulment.
- II. GMCBL reserves the right to invite revised Financial Bids from Bidders with or without amendment of the RFP Document at any stage, without any liability or obligation for such invitation and without assigning any reason therefor.
- III. GMCBL reserves the right to reject any Proposal at any stage if:
  - (a) The Bidder does not respond promptly and thoroughly to requests for supplementary information requested by GMCBL for the evaluation of the Proposal; or
  - (b) One or more of the pre-qualification conditions has/have not been met by the Bidder; or

- (c) The Bidder has made a material misrepresentation or such material misrepresentation is discovered at any time; or
  - (d) The Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice.
- IV. If such disqualification / rejection occurs after the opening of the financial bid, and a Bidder gets disqualified / rejected, then GMCBL reserves the right to take any such measure as may be deemed fit in the sole discretion of GMCBL, including annulment of the Bidding Process.
- V. Proposals shall be deemed to be under consideration immediately after they are opened until such time that GMCBL makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, GMCBL and/or their employees/representatives on matters relating to the Proposals under consideration.
- VI. In case it is found, after the issue of the LOA or signing of the ETM Agreement or after its execution and during the subsistence thereof, that:
  - (a) One or more of the pre-qualification conditions have not been met by the Bidder; or
  - (b) The Bidder has made a material misrepresentation; or
  - (c) The Bidder has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;

Then the LOA or the ETM Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated by a communication in writing by GMCBL to the Successful Bidder without GMCBL being liable in any manner whatsoever to the Successful Bidder. In such an event, GMCBL shall forfeit the Bid Security at the LOA stage or Performance Security after signing the ETM agreement without prejudice to any other rights or remedy that may be available to GMCBL in this regard.

### **3.10 Acknowledgment of Letter of Acceptance (LOA) and Execution of ETM Agreement**

- I. On the basis of evaluation of Proposal, GMCBL shall issue a Letter of Acceptance (LOA) to the Successful Bidder set out in Appendix 8. Within four (04) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to GMCBL the Acceptance Letter in the format set out in Appendix 9.
- II. The Successful Bidder shall execute the ETM Agreement within seven (07) days of the issue of LOA or such time as indicated by GMCBL.
- III. The Successful Bidder will immediately start making arrangements, upon receipt of LOA, for supply of Electronic Ticketing Machines with accessories, supply of sample ETM with accessories, supply of SDK, setting up of the Charging Infrastructure, training to conductors etc. to prepare and enable their deployment in bus operations.
- IV. GMCBL will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the ETM Agreement with the Successful Bidder /receipt of Acceptance Letter from the Successful Bidder.

### **3.11 Performance Security**

- I. The Successful Bidder shall made payment of Performance Security as per Article 7 of ETM Agreement and in terms of LOA.
- II. Failure of the Successful Bidder to comply with the requirements of Clause I shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, GMCBL reserves the right to take any such measure as may be deemed fit in the sole discretion of GMCBL, including annulment of the Bidding Process.



### 3.12 Supply Schedule

The Supply Schedule for supply of ETMs and Charging Infrastructure shall be as following:

Milestone	Timeline
Issuance of LOA by GMCBL	T
Supply of 2 sample ETMs and complete SDK	T + 2 days
Pilot of the ETM ticketing Application	T + 4 weeks
Supply of 450 ETMs and complete SDK	T + 5 weeks
Supply of Charging Infrastructure for 450 ETMs	T + 5 weeks

The ETM Vendor will have to meet the above timelines in order to support the operation of bus system in the interest of the commuting public of the City. GMCBL may impose liquidated damages on the ETM Vendor for any delay in meeting the above timelines, as provided in the ETM Agreement. GMCBL at its sole discretion can also defer the timelines for supply of ETM machines.

## Appendix 1: Schedule of Bidding Process

GMCBL would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Publishing of the RFP inviting Proposals from Bidders	06 <sup>th</sup> September 2021
2	Last Date and time for submission of queries/ clarifications	13 <sup>th</sup> September 2021
3	Pre-bid meeting*	15 <sup>th</sup> September 2021
4	Last date of submission of application	27 <sup>th</sup> September 2021
5	Opening of Technical Submissions	28 <sup>th</sup> September 2021
6	Opening of Financial Bid	To be intimated later on
7	Notification of Successful Bidders	To be intimated later on
8	Signing of Agreement	After notification of the Successful Bidders and submission of compliances required

### \* Venue for Pre-bid meeting

Gurugram Metropolitan Development Authority

3<sup>rd</sup> Floor, Sector 44,

Gurugram– Haryana

Email: [Jtcfogmcbl.gmda@gov.in](mailto:Jtcfogmcbl.gmda@gov.in)

## Appendix 2: Format for Covering Letter

Date: \_\_\_\_\_

To

Gurugram Metropolitan City Bus Limited,  
Bus Depot ,Kadipur Chowk,Sec-10,  
Gurugram–Haryana

Dear Sir,

**Re: Proposal for Supply and Maintenance of Electronic Ticketing Machines with Accessories for Public Bus Service in Gurugram**

We have read and understood the Request for Proposal (RFP) Document for Supply and Maintenance of Electronic Ticketing Machines (ETMs) with Accessories for Gurugram Metropolitan City Bus Limited for Public Bus Service in Gurugram. We hereby submit our Proposal for the captioned subject as per the following details:

1. We are enclosing and submitting herewith our Proposal in original, along with the information and documents as per the requirements of the RFP document, for your evaluation and consideration.
2. The Proposal is unconditional.
3. All information provided in the Proposal and in its Appendices is true and correct.
4. I / We shall make available to GMCBL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by GMCBL.
5. I / We acknowledge the right of GMCBL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/we or any of my/our

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constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

7. I / We declare that:

- (a) I / We have examined and have no reservations to the Bid Documents, including the Addendum (if any) issued by GMCBL.
- (b) I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice, as defined in Clause 2.12.6 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with GMCBL or any other public sector enterprise or any government, Central or State; and
- (c) I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of Clauses 2.12.4 to 2.12.6 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt, fraudulent, coercive, undesirable or restrictive practice,.
- (d) I/ We do not have any conflict of interest in accordance with Clause 2.12.7 of the RFP Document.

8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for fare collection and related services, without incurring any liability to the Bidders, in accordance with Clause 2.11.2 of the RFP Document.

9. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Proposal in accordance with the terms of this RFP Document.

10. I / We certify that I / we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on my/our ability to undertake the fare collection and related services, which relates to a grave offence that outrages the moral sense of the community.

11. I/We certify that no legal cases are pending in the Court of Law

12. I / We further certify that in regard to matters relating to security and integrity of the India, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

13. I / We undertake that in case, due to any change in facts or circumstances during the Bidding Process, I/we become liable to be disqualified in terms of the provisions of disqualification, I/we shall intimate GMCBL of the same immediately.

14. I / We hereby irrevocably waive any right which we may have at any stage at law or

howsoever otherwise arising or accruing to challenge or question any decision taken by GMCBL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned supply of ETM machines, accessories and related services and the terms and implementation thereof.

15. In the event of my/ our being declared as the Successful Bidder, I / We agree to enter into an ETM Agreement in accordance with the draft that has been provided to me / us as part of the RFP Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I / We have studied all the RFP Document /Bidding Documents carefully and other matters mentioned in the Bidding Documents including in Clause 2.12.2 and 2.17.2 of the RFP Document). I / We understand that, except to the extent as expressly set forth in the ETM Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by GMCBL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
17. I / We undertake that we have not been barred by any entity of GOI or GMCBL or blacklisted by any state government or central government / department / agency/ PSU in India from participating in Bidding Process as on the Proposal Due Date.
18. The Financial Bid have been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP Document, draft ETM Agreement, our own estimates of costs and after a careful assessment of the requirements, and all the conditions that may affect the Proposal.
19. I / We confirm having submitted the Bid Security of Rs. 5, 00,000 (Rupees Five Lakhs only) to GMCBL in accordance with the RFP Document..
20. I / We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.
21. I / We agree and undertake to abide by all the terms and conditions of the RFP Document.
22. I / We agree to keep our Proposal valid upto \_\_\_\_\_(180 days from Proposal Due Date).

Dated this .....Day of , 2021.

Name of the Bidder .....

Signature of the Authorised Person .....

Name of the Authorised Person .....

Note:

- *On the Letterhead of the Bidder*

## Appendix 3: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent  
Document duly attested by notary public)

### Power of Attorney

Know all men by these presents, we ..... (Name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who 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 for **Supply and Maintenance of Electronic Ticketing Machines (ETMs) with Accessories and related services for Gurugram Metropolitan City Bus Limited for Public Bus Service in Gurugram**, including signing and submission of all documents and providing information / responses to Gurugram Metropolitan City Bus Limited("GMCBL"), representing us in all matters before GMCBL, and generally dealing with GMCBL in all matters in connection with our bid for the said contract

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

\_\_\_\_\_  
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *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.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

## Appendix 4: Format for Details of Bidder

1.
  - (a) Name
  - (b) Country of incorporation/registration
  - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
  - (d) Date of incorporation and/or commencement of business.
  
2. Brief description of the Bidder including details of its main lines of business.
  
3. Details of individual/s who will serve as the point of contact / communication for GMCBL:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number:
  - (f) E-Mail Address :
  - (g) Fax Number :
  - (h) Mobile Number :
  
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number:
  - (f) E-Mail Address :
  - (g) Fax Number :
  - (h) Mobile Number :



5. Duly filled compliance form as per the details below:

#### COMPLIANCE FORM

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
1)	Is your company incorporated under the Companies Act, 2013 for supply and maintenance of Electronic Ticketing Machines or handheld point of sales devices (Please specify date & attach copies of certificate of incorporation, certificate of commencement of business, Articles of Association and Memorandum of Association.)	
2)	The Bidder shall meet the financial criteria if the Bidder had an annual financial turnover of at least Rs. Five (5) Crores per annum during the immediately preceding three (03) financial years (i.e 2017-18, 2018-19 and 2019-20). (Ref. Appendix 5). <b>This is to be certified by the statutory auditors of the bidders</b>	
3)	Copy of Income tax returns for last three years ending 31-3-18	
4)	Valid GST Registration No. Please attach document	
5)	Authorization from ETM Manufacturer for supply and maintenance of ETMs and accessories (if Bidder is not manufacturer of ETMs)  Please attach document	
6)	Copy of PAN to be attached	
7)	Company has bank account along with proof	
8)	Whether Company has ever been debarred (clause 2.3.4), specify Yes/No	
9)	Company has experience of 3 years in in the business of supply and maintenance of ETMs and accessories (in terms of clause 3.2)	

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
	Please attach proof of the same	
10)	Company qualifies in respect of clause 3.2 and 3.3 Please attach proof.	
11)	Whether any Legal cases pending in the Court of Law Please attach proof	

**\* Note: Please note that in absence of above mentioned proofs/ documents/ not providing any information, Proposal may not be considered at all.**

## Appendix 5: Format for Financial Capability of the Bidder

(Rs. in Lakhs)

Bidder	Annual Turnover		
	Year 1 (From 2017 to2018)	Year 2 (From 2018 to2019)	Year 3 (From 2019 to2020)

Name & address of Bidder's Bankers:

### General Instructions:

1. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor's report. Failure to do so would be considered as a non-responsive Proposal.
2. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
3. Certificate from the statutory auditor of the company as per clause 3.3.1.

## Appendix 6: Contracts Executed by the Bidder

(For a period of last five years i.e between April 01, 2016 to March 31, 2021)

The details of contracts executed by the Bidder for supply and maintenance of Electronic Ticketing Machines or Handheld Point of Sale Terminals or similar devices are as given below and in terms of Appendix 6A:-

No.	Client	Date of Commencement	Date of Completion	Number of ETMs Supplied	Nature of Application *	Value of work (in Rs.)
1						
2						
3						
4						
5						
<b>Total</b>						

\* Refer Clause 3.6.2 of this RFP Document (Devices supplied for City Bus Service, Intercity Bus Service, Any payment application, any non-payment application)

Dated this .....Day of ....., 2021

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

1. Provide the details of contracts executed for each reference given together with supporting documents failing which the same would not be considered for evaluation.
2. *It may be noted that in the absence of anyone of the above (including copy of the order from client, work completion certificate and supporting documents), the information would be considered inadequate and could lead to exclusion of the relevant experience in evaluation of experience.*

## Appendix: 6A Contracts Executed by the Bidder

It may be noted that in the absence of any detail from the certificates specified in the following paragraphs, the information would be considered inadequate and could lead to exclusion of the relevant experience/contracts in evaluation of experience.

1. The Bidder shall provide the following information in format given below :

Description	Details with supporting Documents
<p>The bidder should have supplied minimum 500 Electronic Ticketing Machines or similar devices for use in public transport in India or anywhere in the world, OR</p> <p>The bidder should have supplied minimum 2,500 EMV certified handheld devices for payment applications in India or anywhere in the world.</p>	
The ETM offered by the Bidder shall be Q-Sparc certified, as on the date of submission of bid.	
The ETM offered by the Bidder shall meet all the technical specifications, as listed in Appendix 10.	
Signature of the of the Bidder	

## Appendix 7: Contents and Format of Financial Bid

Date: \_\_\_\_\_

To

Gurugram Metropolitan City Bus Limited,  
Bus Depot ,Kadipur Chowk,Sec-10,  
Gurugram, Haryana Dear Sir,

I/We \_\_\_\_\_ herewith submit Price Proposal for selection of my/our firm as a Vendor for Supply and Maintenance of Electronic Ticketing Machines (ETMs) with Accessories and related services for Public Bus Service in Gurugram, as per terms and conditions of RFP dated \_\_\_\_\_ issued by GMCBL.

The **Total Proposal Price**, exclusive of taxes as given in Appendix 7A for carrying out the entire scope of services, will be Rs. \_\_\_\_\_ (in words -----) during the contract (subject to revision in Appendix 7A).

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 7A: Format of Break- Up of Price Proposal

- The payment shall be made month on month per ETM device by GMCBL for a period of five years. The Bidder shall quote its prices in the format given below:

Table 1

Sr. No.	Description	Quantity	Rate Per Month Charges (in Rs.)		Total Proposal Price/Contract Value (in Rs.)	
			CAPEX	OPEX	CAPEX	OPEX
a	b	c	d	e	f = (c * d * 60 months)	g = (c * e * 60 months)
A	ETM Devices incl. AC charger, Memory card, shoulder carry case, one extra battery and other accessories for the entire contract period	450				
B	Charging Infrastructure incl. accessories for the entire contract period (batteries charging capacity)	450				
C	<b>Total Proposal Price/Contract Value</b>					

Note:

- Per month charges will include the replacement of the faulty batteries.
  - Per Month charges will include the man power at the depot as per the scope provided above
  - The total price proposal should be exclusive of taxes
- The total price for the purpose of evaluation of Proposals will be worked out by GMCBL based on the following formula ("**Total Proposal Price**"):

$$\text{Total Proposal Price} = (A \times 450 \times 60) + (B \times 450 \times 60)$$

- The Bidders are also required to indicate the prices of all the accessories, spares and components of the ETM Device and Charging Infrastructure in the table below (some sample components have been mentioned in the table below, which the Bidder can modify/ add as per the components required for its ETM Device and Charging

**62342/2021/O/o Finance Officer-GMCBL**

**RFP for Supply and Maintenance of ETMs with Accessories on rental basis**  
Infrastructure. These costs will not be used for evaluation purposes.

**Table 1**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit Rate (in Rs.)</b>
1	Shoulder Carry Case	
2	Memory Card 2 GB	
3	AC Charger	
4	LCD Display Module	
5	LCD Glass	
6	Printer Assy	
7	Printer Roller	
8	Coin Battery	
9	Battery	
10	Key Pad	

**Note: The Bidder is expected to submit Protocols / Guidelines on usage of the ETM devices for staff at the Depot and Customer Service agents in the Bus**

\*

Signature of Bidder (With Stamp of the Bidder)

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix 8: Format for Draft Letter of Acceptance (To be issued by GMCBL)

Date:

To

Authorised Signatory of the Successful Bidder

Dear Mr. \_\_\_\_\_,

**Subject: Letter of Acceptance for Engagement of Vendor for Supply and Maintenance of Electronic Ticketing Machines with Accessories and related services for Public Bus Service in Gurugram**

1. This is in reference to the Proposal submitted by \_\_\_\_\_ {Name of Successful Bidder} ("SB") in response to the Request for Proposal ("RFP") Document (along with the amendments made thereafter) released by Gurugram Metropolitan City Bus Limited ("GMCBL") on \_\_\_\_\_ {date of release of RFP Document}.
2. The aforesaid Proposal was considered and evaluated by GMCBL for this purpose.
3. *Further, subsequent discussions were held with you on \_\_\_\_\_ and the summary of such discussions is set out in the enclosure/s. {To be inserted where such discussions have been held}*
4. GMCBL is now pleased to inform that..... (Name of the Successful Bidder) has been selected as the Successful Bidder (SB) for the subject contract.
5. This letter is intended to convey GMCBL's acceptance of the Proposal submitted by..... (Name of the SB), wherein..... (Name of the SB) has quoted the lowest Total Proposal Price for Supply and Maintenance of Electronic Ticketing Machines with Accessories and related services for Public Bus Service in Gurugram.
6. Further, you are also requested to comply, within Seven (7) days from the date of receipt of this Letter of Acceptance, with the conditions set out below:

- (a) Furnish a Performance Security from a nationalized Bank of a sum of Rs.....  
(Rupee.....only), in terms of the draft ETM Agreement;
- (b) Execution of the ETM Agreement.

Kindly note that this communication by itself does not create any rights or contractual relationship with GMCBL. Any such right or relationship shall come into effect upon complying with conditions set out in Para 7 and the execution of ETM Agreement.

Yours truly,

## Appendix 9: Format of Acceptance of Letter of Acceptance

(To be issued submitted by Successful Bidder to GMCBL)

Date: (Within Four (4) days of date of LOA)

To

Gurugram Metropolitan City Bus Limited,

Bus Depot ,Kadipur Chowk,Sec-10,

Gurugram,

Haryana 122001

**Subject: Letter of Acceptance for Supply and Maintenance of Electronic Ticketing Machines with Accessories with related services for Public Bus Service in Gurugram**

We are pleased to acknowledge the Letter of Acceptance issued by GMCBL vide their letter Ref. .... Dated..... for Supply and Maintenance of Electronic Ticketing Machines with Accessories and related services for Public Bus Service in Gurugram.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within seven (07) days of the date of the LOA:

1. Execute the ETM Agreement
2. Furnish a Performance Security of the amount of Rs..... as per the terms of the ETM Agreement

.....  
Name of Successful Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- *On the Letter Head of the Bidder*

## Appendix 10: Technical Specifications

### A. ETM Device Specifications

The specifications of ETM Devices shall be as set out in the table below:

Sl. No.	Parameter	Requirement
1	Device OS	Embedded Linux or Android capable
2	Memory	Minimum 64 MB of SDRAM and 128 MB of Flash
3	Extendable Memory	SD/Micro SD card interface (minimum 16 GB)
6	Display	Graphic display minimum 128 x 64 pixels, minimum 2.5" screen, colour, backlight, capable of displaying Graphical images / icons
7	Keypad	Minimum of 18 keys on the keypad including programmable keys, for ETM's with Touch screen minimum is 15 keys (including soft key for Android OS device without physical Key pad), physical keys to be back-lit.
8	Thermal Printer (in built)	57 mm, (minimum of 18 lines/sec), Easy paper roll loading Should support minimum 15 meter length thermal paper roll (55 GSM); Paper out sensor
9	SAM slots	Minimum 2 SAM slots (validate E-purse RFID Cards to connect with other modes) supporting ISO 7816 contact card reading specifications.
10	GPRS and/ or Wifi	Wireless Wide Area GSM/GPRS on dual band (850/900/1800/1900 MHz). supports minimum GPRS/4G (4G support is required)  ETM with both Wifi and 4G is desirable. However, if the bidder is proposing a model of the ETM that only supports either Wifi or 4G, the bidder would be informed before the award of the tender on the model (Wifi/ 4G) that they will have to supply.  If there is a difference in price between the models, the bidder should submit the price of both the variants as part of the response to this tender in their financial proposal.
11	Battery	Li-ion/Li-polymer, minimum 1800 mAH Over-charge/ over-voltage/ over-current protection; Quick recharge; should support 12 hours of continuous operation; Extra battery pack per ETM

Sl. No.	Parameter	Requirement
12	Weight	Max. 500 g with battery and paper roll
13	Communication Ports	LAN 10/100 Base-T (10/1000 Mbps) USB 2.0 – 1 no. In case any specific cable is required for LAN/USB ports , for ETM flashing or data download, One (1) such cable per 10 ETMs to be supplied
14	Security	Should support encryption standards including 3DES and AES for smart card reading/writing as well as communication with Central System
15	Certification	EMV Level 1 & 2, PCI-PED V-3.x certification, Latest qSPARC version (2.0), Support for ISO 8583 protocol
16	Operating temp.	5 – 50 degree C
17	Contactless Smart Card Reader	Inbuilt Contactless Smart Card reader – ISO 14443 Type A & B, NFC Phone ( ISO 18082)
18	Indications on display	Battery charge status GSM Signal strength
19	Audio	Beeeps on key-press and transactions
20	Others	Remote Administration; Over the air upgrade of firmware, application, configuration parameters, master data, etc. should be possible
21	Accessories	Shoulder carry bag; AC charger (working from 160 V to 250 V)
22	Robustness of the device	Drop Tested for minimum 1 meter, Test certificate to be included

## B. Charging Infrastructure Specifications

Sl. No.	Parameter	Requirement
1	Gang Charger with Battery Charging Slots (if ETM with swappable battery is supplied)	Minimum 4 battery charging slots i.e. should be capable of charging at least 4 batteries simultaneously

Sl. No.	Parameter	Requirement
2	LED Indications	Battery under charging status Battery charge complete status Battery charge falls below a threshold (25% of capacity) is desired.
3	Accessories	AC charger (working from 160 V to 250 V)

### C. Liquidated Damages

Time is the essence of the ETM Agreement and the Supply Schedule for ETMs and Charging Infrastructure is binding on the ETM Vendor. In the event of delay for causes attributable to the ETM Vendor in meeting the timelines of the Supply Schedule, GMCBL shall be entitled at its option to recover from the ETM Vendor as agreed liquidated damages a sum of 0.5% of the value of the corresponding value of the items which suffered delay for each completed week or part thereof subject to a limit of 10% of the value of the relevant items. Any delay beyond 12 weeks in meeting any of the supply timelines for causes attributable to the ETM Vendor shall be deemed to be an ETM Vendor's Event of Default. (How to bring in the criticality and opportunity cost suffered by GMCBL due to the delay)

### D. Standards of Performance

1. The payment to the ETM Vendor shall be performance linked such that Default Charges would be levied upon, when the performance is below the Standards of Performance provided herein.
2. ETM Vendor shall ensure minimum threshold, on monthly basis ("**Standards of Performance**").
3. In case the Standards of Performance are not achieved in respect of certain ETM devices, then the following deductions ("**Default Charges**") may be made by GMCBL from payment to the ETM Vendor in respect of such ETM devices:
4. Penalty equal to Rs. 50 per ETM per day will be leviable for turnaround time of repair in case ETMs are not repaired within 7 days from the date of deficiency reported by GMCBL to ETM vendor.

- E. ETM's manufacturing date should not be older than six months from the date of handing over the ETMs to GMCBL.



## Appendix 10A: Minimum Requirements for SDK

The Vendor will be required to provide complete Software Development Kit (SDK) of the ETM to enable GMCBL or any of its designated agencies to develop application on the top of ETMs and various sub-components thereof. The SDK should contain APIs, commands and functions to programme smart card reader, thermal printer, display, GPRS/ 3G, etc.

The SDK should include complete documentation, functions/libraries, and sample codes to support the following capabilities, at the minimum:

### 1. Smart Cards Capabilities:

- (i) The ETM SDK should have APIs to support all types of smart cards according to the ISO 7816 and 14443-A and B standards and NFC Phones
- (ii) The SDK should have APIs for Mifare family Cards, EMV Card, Rupay QSPARC and NFC Phones, including the support for the following:
  - a. Anti-collision and detection of smart cards.
  - b. Diversified key generation and authentication for all type of cards and NFC phones
  - c. Secure storage (loading) of Keys for different type of card on ETM. Keys can be of variable length depending on the Card Type.
  - d. SAM for all types of Smart cards. . Authentication, Key Diversification etc should be implemented using SAM also.
  - e. All functions, including the APDU level commands for the following functions:
    - i. Read
    - ii. Write
    - iii. Increment
    - iv. Decrement
    - v. Restore
    - vi. Transfer
    - vii. Authenticate
    - viii. Load Key

- ix. Any other standard functions for DESfire, Rupay QSPARC or any other Mifare card.
- (iii) The SDK should contain basic functions to execute APDU level commands including standard ISO 7816 and ISO 14443 commands.
- (iv) The SDK should have APIs to control and manage all industry standard SAMs (including SCOSTA), including the following:
  - a. The SDK should contain basic functions to execute APDU level commands for SAM, including standard ISO 7816 commands.
  - b. The SDK should contain functions to connect to various SAM slots and the User Cards simultaneously.
- (v) The SDK should have software libraries for various standard algorithms, including standard crypto software functions like:
  - i. DES
  - ii. 3-DES (incl. support for 848 Kbit/sec data rate and 128 bit block size DES 3 pass support)
  - iii. AES
  - iv. MAC Generation
  - v. Hash Functions - SHA-1 etc.
  - vi. CRC generation
  - vii. SSL 3.0 Encryption support
  - viii. Any other standard functions.

## 2. Communication Device (RS232, USB, GPRS, 3G, modem etc) APIs

The SDK should include complete documentation, functions/libraries, sample codes to support all of the capabilities listed below:

- (i) APIs to initialize and configure communication parameters.
- (ii) APIs to control the communication activities.
- (iii) APIs required for GPRS / 3G modem handling (including complete GSM/GPRS/3G - AT command Set).
- (iv) APIs required for managing/ configuring the TCP-IP communication parameters in ETM.
- (v) APIs required for performing client-server communication using GPRS / 3G module.

**3. Inter-process communication (IPC) related APIs**

- (i) APIs to program standard IPCs like pipes (FIFO), message queues, semaphores, shared memory, and sockets.

**4. Multitasking related APIs**

- (i) APIs to manage and control multiprocessing and processer management.
- (ii) APIs should support process creation, task switching and task scheduling/management.

**5. Multithreading related APIs**

- (i) APIs to implement standard multithreading and thread scheduling/management using semaphores and mutex.
- (ii) Desirable: SDK should have libraries for standard POSIX compliant multithreading (As per POSIX 1003.1C standard libraries).

**6. Power (Battery) Management APIs**

- (i) APIs to handle battery health status, charging status, current, min and max values of battery charge, backlight control, power on/off key control.
- (ii) APIs to control unit shutdown, restart and sleep mode functions.
- (iii) APIs to control power saving mode.

**7. Internal Printer Management APIs**

- (i) APIs to initialize and configure parameters for printer device, including printer speed, font, etc.
- (ii) APIs to check and control the status of printing activities and paper cover open sensor.
- (iii) APIs to check status and error conditions of printer

**8. File System Management APIs**

- (i) APIs to handle standard file and directory operations.
- (ii) APIs to provide file locking/ unlocking in a multitasking environment.
- (iii) APIs to control file and directories attributes.
- (iv) APIs to check the available/remaining memory(RAM/FLASH/External memory) for file system operations.
- (v) APIs to handle external memory module for ETM device.

**9. Clock/ Timer Management APIs**

- (i) APIs to get/set the date/time information for RTC clock.

- (ii) APIs to read real-time date/time information.
- (iii) APIs to set/reset various application timers.
- (iv) APIs to convert/switch among various date/time formats.

#### **10. Beeper/ LEDs/ Buzzer Management APIs**

- (i) APIs to enable/disable/configure Beeper/Buzzer, including beep duration, interval, etc.
- (ii) APIs to handle various events/alarms/error tones.
- (iii) APIs to control the LEDs, including on, off, glow time, etc. and colour control for different colours in case of multi-colour LED.

#### **11. Environment Variables related APIs**

- (i) APIs to access the environment variables.

#### **12. User Interface (UI) Management Related APIs**

- (i) APIs to handle various UI events.
- (ii) APIs related to keypad events.
- (iii) APIs related to display screen.
- (iv) APIs related to multi-function keys.
- (v) APIs related to provide hotkey functionality.
- (vi) APIs related to font/graphics designing and management.
- (vii) APIs related to GUI Screens/ Windows designing.
- (viii) APIs to display battery status, GSM signal status, etc.

#### **13. Other APIs**

- (i) APIs to check OS and firmware version along with the driver components provided.
- (ii) APIs to get the manufacture's serial number assigned.
- (iii) APIs to print QR code capabilities in ticketing application
- (iv) APIs to check the Hardware modules and their status (peripherals, communication devices, internal printer, battery etc) present in ETM device.
- (v) APIs to check various memory modules present in ETM device, including their status, error states, etc.

The Vendor will have to provide any additional APIs, commands, functions, sample codes and technical support as may be required by GMCBL to develop the application on ETM Devices, free of cost, during the Contract Period.

# Part II - Draft ETM Agreement

## **AGREEMENT**

## **BETWEEN**

**GURUGRAM METROPOLITAN CITY BUS LIMITED  
(GMCBL)**

## **AND**

**[NAME OF ETM VENDOR]**

This agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_  
(Month), Two Thousand and Eighteen,

### BETWEEN

**Gurugram Metropolitan City Bus Limited**, having its registered office at Bus Depot ,Kadipur Chowk,Sec-10, Gurugram– Haryana 122001 (hereinafter referred to as "**GMCBL**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the First Part;'

### AND

\_\_\_\_\_, a company registered under the \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as "**ETM Vendor**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the Second Part.

### WHEREAS

- A. Gurugram Metropolitan City Bus Limited GMCBL) is providing Public Bus Service in Gurugram Urban Region through private operators on gross cost model, under concession agreements signed between GMCBL and the operators ("Project");
- B. GMCBL had invited proposals for Supply and Maintenance of ETMs with Accessories and related services for Public Bus Service in Gurugram, vide Request for Proposal ("RFP") dated \_\_\_\_\_;
- C. M/s \_\_\_\_\_, among others, had submitted its proposal in response to the aforesaid RFP and emerged as preferred bidder after evaluation of proposals, as per the procedure specified in the RFP;
- D. GMCBL has accepted the proposal of M/s \_\_\_\_\_ ("ETM Vendor") and has issued Letter of Intent dated \_\_\_\_\_ in favour of the ETM Vendor;
- E. The Parties have now agreed to enter into this Agreement to record their entire understanding with regard to the subject matter hereof, subject to and on the terms and conditions set forth hereinafter.

**NOW, THEREFORE**, the Parties hereby agree as follows:

## **Article 1 - Definitions**

**1.1. Definitions:** In this Agreement, the following words and expressions shall have the meaning hereinafter respectively ascribed to them hereunder:

**“Agreement”** or **“Contract”** means this agreement including the Appendices hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

**“Agreement Date”** shall mean the date of signing of this Agreement by the Parties.

**“Applicable Laws”** mean all laws, promulgated or brought into force and effect by the Government of India and/or Government of Haryana including regulations and rules, notifications made thereunder, and any judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

**“Applicable Permits”** means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with discharging Scope of Work during the subsistence of this Agreement.

**“Bus Depot”** means the bus depots to be covered under the Project, as determined by GMCBL, from time-to-time.

**“Buses”** means buses covered by GMCBL under the Project.

**“Charging Infrastructure”** shall mean the charging infrastructure for charging of ETM batteries along with accessories, to be provided by the ETM Vendor, as part of discharging its Scope of Work, as per the specifications provided in Schedule B.

**“Contract Period”** shall have the meaning ascribed to the term in Article 3 of this Agreement.

**“Cure Period”** means period of 60 (Sixty) days or such further period as may be allowed by the aggrieved Party to the Party in breach of this Agreement for curing the breach and shall commence from the date on which a notice is delivered by the aggrieved Party to the Party in breach asking the latter to cure the breach(s) specified in such notice.

**“Default Charges”** shall have the meaning ascribed thereto in Article 6.2.



**“Device IP”** shall have the meaning ascribed to the term in Article 4.1 (c) of this Agreement.

**“Encumbrances”** means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Agreement.

**“ETM Devices or ETMs”** shall mean the ETM devices along with accessories and perpetual right to use the Device IP, to be provided by the ETM Vendor, as part of discharging its Scope of Work, as per the specifications provided in Schedule B.

**“ETM System”** or **“System”** shall mean the electronic ticketing machines used for ticketing in Buses.

**“ETM Vendor’s Event of Default”** shall have the meaning ascribed to the term in Article [8.1](#) of this Agreement.

**“Expiry Date”** shall mean date on which this agreement expires by efflux of time.

**“GOI”** shall mean Government of India.

**“GOH”** means the Government of Haryana.

**“Governmental Agency”** means GOI, GOH or any ministry, department, commission, board, authority, instrumentality or agency, under the control of GOI or GOH having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of Parties under or pursuant to this Agreement.

**“INR, Re. or Rs.”** shall mean the lawful currency of the Republic of India.

**“Material Adverse Effect”** means, when used in connection with a Party to this Agreement, any change or effect that is materially adverse to the business, financial condition or results of operations of such entity and its Affiliates, taken as a whole. For the purposes of this definition, “Affiliates” shall mean any company, existing now or in the future, owning or owned by, either directly or indirectly, or controlling, controlled by or under common control with either Party.

**“Project”** shall mean means the stage carriage buses, operated by private entities on gross cost model in Gurugram Urban Region, under concession agreements signed between GMCBL and the private operators.

**“Request for Proposal”** or **“RFP”** shall mean the request for proposal document issued by GMCBL for supply and maintenance of ETM Devices.

**“Scope of Work”** shall have the meaning ascribed to the term in Article 2.3.

**“Standards of Performance”** shall mean the minimum standards to be adhered to by ETM Vendor, as set out in Schedule E during the Contract Period.

**“Technical Proposal”** shall mean the technical proposal submitted by the ETM Vendor as a part of the RFP process.

**“Termination”** means the termination of this Agreement prior to the expiry of the Contract Period in accordance with the provisions of the Agreement.

**“Termination Date”** means the effective date of Termination as mentioned and contained in the Termination Notice in accordance with the provisions of Article 8.4.

**“Termination Notice”** means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement.

## 1.2 Interpretations

In this Agreement, unless the context otherwise requires,

- a) The words importing singular shall include plural and vice versa,;
- b) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- c) The words "include" and "including" are to be construed without limitation;
- d) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- e) In case of ambiguities or discrepancies in this Agreement, the following shall apply, unless otherwise decided by GMCBL:
  - i) Between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
  - ii) Between the Articles/Clauses and the Schedules, the Articles/Clauses shall prevail;
  - iii) Between any value written in numerals and that in words, the latter shall prevail.

## Article 2 – Award of Contract & Scope of Work

2.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, GMCBL hereby awards the Contract to ETM Vendor and ETM Vendor hereby accepts the award.

2.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, ETM Vendor shall be obliged to undertake the following in accordance with the Applicable Laws and the Applicable Permits:

- a) Discharge services as set forth in [Article 2.3](#) during the Contract Period; and
- b) Perform and fulfil all of ETM Vendor's obligations in accordance with this Agreement.

### 2.3 Scope of Work

Subject to and in accordance with the terms and conditions set forth in this Agreement, ETM Vendor accepts and agrees to provide the services as set out in Schedule A ("**Scope of Work**") and elsewhere envisaged under this Agreement.

### 2.4 Change of Scope

GMCBL may require ETM Vendor to undertake additional works including but not limited to upgrading the hardware etc. and to provide services which are beyond the Scope of Work as contemplated and provided for in this Agreement ("**Additional Work**"). In the event GMCBL requires ETM Vendor to carry out Additional Work, ETM Vendor shall in the first instance submit to GMCBL the charges that it proposes for undertaking such Additional Work along with other terms and conditions, if any. The ETM Vendor shall carry out the Additional Work in accordance with the terms and conditions mutually agreed upon.

## Article 3 - Contract Period

3.1 This Agreement shall come into effect on execution hereof and, unless terminated earlier or extended in accordance with the provisions hereof, shall be valid for five years from the date of supply of last lot of ETM Devices ("**Contract Period**");

3.2 Provided that in the event of the Contract being extended beyond the aforesaid period in accordance with the provisions hereof, the Contract Period shall include the period/ aggregate period by which the Contract is so extended;

3.3 Provided further that in the event of Termination, the Contract Period shall mean

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and be limited to the period commencing from the Agreement Date and ending on the Termination Date.

- 3.4 The ETM Vendor shall be responsible to provide services as per scope of work after the completion of contract period also during next one year or till lining up of new agency, whichever is earlier.

## **Article 4 – Obligations of Parties**

### **4.1 Obligations of ETM Vendor**

ETM Vendor shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this Article:

- a) To perform the Scope of Work as set out in Article 2, for implementing the System in the Buses;
- b) To be responsible for compliance with Applicable Laws;
- c) To procure, as required, the appropriate proprietary rights, licences, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used or incorporated into the ETM devices and Software Development Kit (“**Device IP**”);

The ETM Vendor shall grant to GMCBL, a non-exclusive, irrevocable, perpetual and royalty-free right to use the Device IP, commencing on the Agreement Date or on the date the same get supplied by ETM Vendor, whichever is earlier. GMCBL shall have the right to assign the right to use the Device IP to any third party for development and maintenance of ETM application.

- d) To provide Performance Security to GMCBL, in accordance with Article 7.1;
- e) To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods;
- f) To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work;

- g) To provide onsite support for the ETM Devices at Bus Depots;
- h) To provide necessary information and reports including those pertaining to problems relating to ETM Devices to GMCBL;
- i) To be responsible and liable for the security of the ETM Devices while the same are in possession and/or custody of ETM Vendor for repair and maintenance. The ETM Vendor shall bear the costs of repair or replacement of ETM Devices in such cases;
- j) To reasonably cooperate with GMCBL in relation to the matters covered under this Agreement; and
- k) Any service agreement or sub-contract by the ETM Vendor for providing maintenance services of ETM Devices may be entered into by ETM Vendor, only with prior approval of GMCBL, which approval will not be unreasonably withheld. However, the responsibility to meet Standards of Performance will continue to be that of the ETM Vendor.

#### **4.2 Obligations of GMCBL**

4.2.1 GMCBL shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this Article:

- a) To release payments to ETM Vendor in accordance with the Agreement
- b) To bear the costs of repair or replacement of ETM Device for any damage or loss that is not attributable to the ETM Vendor. The process for handling damage cases of ETM Devices will be as outlined in the Schedule G; and
- c) To reasonably cooperate with the ETM Vendor to enable it to render its services in terms of the Agreement.

#### **Article 5 – Personnel**

**5.1** The ETM Vendor shall deploy such qualified and experienced personnel as may be required to carry out its Scope of Work.

**5.2** It is expressly understood and agreed by ETM Vendor that no employee or worker of the ETM Vendor or its sub-contractor(s) shall be considered to be an employee of GMCBL for any purpose whatsoever. ETM Vendor shall be solely responsible for all such employees and workers, their wages, statutory payments, taking out and maintaining ESIC/ other insurance etc. and furnish to GMCBL evidence of its compliance from time-to-time as required by them. GMCBL shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of injury or death or termination) of any nature to such employees or workers at any point of time during the currency of this Agreement or after its Termination.

**5.3** In the event that any of the personnel deployed by or at the behest of ETM

Vendor is reasonably determined by GMCBL to be incompetent, guilty of misbehaviour or misconduct or incapable in discharging the assigned responsibilities, GMCBL may request the ETM Vendor to forthwith provide a replacement of such personnel with personnel having suitable qualifications and experience for the assigned responsibilities and the ETM Vendor shall deploy a suitable replacement as soon as possible. The ETM Vendor shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of personnel.

#### **Article 6 – Payments to ETM Vendor**

- 6.1** Subject to Article 6.2 hereunder and other terms of this Agreement and during the Contract Period, GMCBL shall make payments to the ETM Vendor, as specified in Schedule C, for providing services as contemplated under the Agreement.
- 6.2** ETM Vendor shall be responsible for adhering to the minimum Standards of Performance while performing its Scope of Work, failing which it shall be liable for deduction of default charges from Charges as specified in Schedule E (“**Default Charges**”).
- 6.3** Payment for Service Charges:
- a) ETM Vendor shall submit invoice to GMCBL on a monthly basis with respect to the Service Charges for the previous month.
  - b) Within 30 days of receiving invoice from the ETM Vendor, GMCBL shall release payment to the ETM Vendor after deduction of Default Charges, if any.
- 6.4** ETM vendor will get payment of OPEX Price only after the completion of contract period of 5 years from the date of supply of last lot of ETM Devices.

#### **Article 7 - Performance Security**

- 7.1** ETM Vendor has, for due and faithful performance of its obligations under this Agreement, provided to GMCBL within a period of 15 days from the date of Letter of Acceptance issued by GMCBL for a sum of equivalent to 10% of the contract value which is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as the performance security through the e-payment gateway in the bank account which is provided in Schedule D.
- 7.2** GMCBL shall release the Performance Security to ETM Vendor within six months after the Termination Date.
- 7.3** GMCBL shall have the right to forfeit the Performance Security in case of Termination of the Contract due to an ETM Vendor’s Event of Default, as agreed pre- estimated liquidated damages.

#### **Article 8 – Events of Default & Termination**

##### **8.1 ETM Vendor’s Events of Default**

The following event(s) shall constitute an event of default of ETM Vendor (an “ETM Vendor’s Event of Default”):

- a) ETM Vendor fails to adhere to the Standards of Performance as provided for in Schedule E hereof and that results in an event which has been termed as an ETM Vendor’s Event of Default therein; or

- 
- b) ETM Vendor is in breach of this Agreement and such breach has a Material Adverse Effect on GMCBL; or
  - c) The transfer of all or material part of the assets or undertaking of ETM Vendor except where such transfer, in the reasonable opinion of GMCBL, does not materially affect the financial and technical capability of ETM Vendor to perform its obligations under this Agreement; or
  - d) ETM Vendor is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for ETM Vendor or for any of its property that, in the opinion of GMCBL, has a material bearing on its ability to discharge its Scope of Work as contemplated in the Agreement; or
  - e) ETM Vendor is ordered to be wound up by a court of law, except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of ETM Vendor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of ETM Vendor under this Agreement and the amalgamated or reconstructed entity in the reasonable opinion of GMCBL has the technical capability, operating experience and financial standing necessary for the substantial performance of its obligations under this Agreement and this Agreement remains in full force and effect: or
  - f) ETM Vendor repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement; or
  - g) ETM Vendor suffers an execution being levied on any of its assets/ equipment causing a Material Adverse Effect and allows it to be continued for a period of 30 (thirty) days; or
  - h) Any other event or occurrence which is referred to as ETM Vendor's Event of Default, in the Agreement

## 8.2 GMCBL's Event of Default

The following event(s) shall constitute an event of default of GMCBL (an "GMCBL's Event of Default") unless such GMCBL's Event of Default has occurred as a result of ETM Vendor's Event of Default or a Force Majeure Event:

- a) GMCBL is in breach of this Agreement and such breach has a material impact on the performance of obligations by the ETM Vendor under this agreement; or
- b) GMCBL fails to make the payment to the ETM Vendor, as per provisions of this Agreement, for a continuous period of three months; or



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- c) GMCBL repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement.

8.3 Upon occurrence of an ETM Vendor's Event of Default (as provided in Article 8.1) or GMCBL's Event of Default (as provided in Article 8.2), the Parties agree that GMCBL or ETM Vendor, whosoever is not in default ("Non-Defaulting Party") shall, following the Cure Period and subject to Article 8.4, be entitled to terminate this Agreement forthwith by issuing a 60 (Sixty) ) days' notice ("Termination Notice") to the party in default ("Defaulting Party") and upon expiry of such notice period, this Agreement shall stand terminated. The Cure period will start from the date the notice has been served by the other party.

8.4 Prior to issuing a Termination Notice, the Non-Defaulting Party will, by a notice in writing inform the Defaulting Party of its intention to issue the Termination Notice (the "Preliminary Notice") and provide a Cure Period to the Defaulting Party to make its representation, if any, against such intended Termination Notice and/or take corrective action, if any. After the expiry of Cure Period, Non-Defaulting Party may issue the Termination Notice after giving due consideration to any representation made by Defaulting Party along with evidence thereof and/or corrective action taken by Defaulting Party, prior to issuing any such Termination Notice.

#### 8.5 **Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to Article 8.3, it shall issue Termination Notice setting out:

- a) In sufficient detail the underlying Event of Default;
- b) The Termination Date, in accordance with Article 10.3; and
- c) Any other relevant information.

#### 8.6 **Obligation of Parties**

Following the issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project;

In case of termination of the Agreement, if so desired by GMCBL, ETM Vendor shall provide any or all the services envisaged under this Agreement for a period of 6 (six) months from the date of such Termination or till a suitably experienced agency, or any other alternate arrangement replaces ETM Vendor, whichever is earlier, or as may be mutually agreed by the Parties. Payments shall be duly paid to ETM Vendor in accordance with and at the rates prescribed in this Agreement by GMCBL, for the work performed by the ETM Vendor.



## 8.7 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Defaulting Party which has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the Non-defaulting Party at any time before the Termination occurs, the Termination Notice may be withdrawn by the Party which had issued the same.

## 8.8 Upon Termination of this Agreement for any reason whatsoever by any of the Parties:

- a) Notwithstanding anything to the contrary contained in this Agreement, any Termination, pursuant to the provisions of this Agreement, shall be without prejudice to accrued rights of any of the Parties including payments for periods prior to the effectiveness of the Termination, each Party's right to claim and recover damages and other rights and remedies which a Party may have under the Agreement or in law. All rights and obligations of each Party under this Agreement shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.
- b) On Termination of this Agreement, notwithstanding anything to the contrary contained in this Agreement, GMCBL shall be within its rights to appoint any other agency to replace ETM Vendor and provide the services on such terms and conditions as GMCBL may decide, at its sole discretion.

## 8.9 Upon Termination of the Agreement or upon its expiry due to efflux of time, the ETM Vendor shall transfer Project related operational and transaction records and documentation and other service-related data (collectively, the "Project Data") to GMCBL. ETM Vendor may, as requested by GMCBL, also provide maintenance support for ETM Devices on mutually agreed terms. Additionally, the following shall be applicable:

- a) Upon Termination due to ETM Vendor's Event of Default: GMCBL shall have a right to forfeit the Performance Security amount as mutually agreed pre- estimated liquidated damages. GMCBL, in its sole discretion, shall have a right to purchase ETM Devices and Charging Infrastructure at their depreciated value. The depreciated value of the ETM Devices and Charging Infrastructure shall be computed on straight line basis, considering life of ETM Devices and Charging Infrastructure as five years.
- b) Upon Termination due to GMCBL's Event of Default: GMCBL shall return the Performance Security to the ETM Vendor. GMCBL shall be obliged to purchase ETM Devices and Charging Infrastructure at their depreciated value. The depreciated value of the ETM Devices and Charging Infrastructure shall be computed on straight line basis, considering life of

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ETM Devices and Charging Infrastructure as five years.

- c) Upon Termination due to Force Majeure: GMCBL shall return the Performance Security to the ETM Vendor. GMCBL, in its sole discretion, shall have a right to purchase ETM Devices and Charging Infrastructure at their depreciated value. The depreciated value of the ETM Devices and Charging Infrastructure shall be computed on straight line basis, considering life of ETM Devices and Charging Infrastructure as five years.

## 9. Article 9 – Indemnity

9.1 ETM Vendor shall indemnify, defend and hold GMCBL, , including their directors, employees, advisers and agents (the “Indemnified Persons”) harmless against any and all proceedings, actions and third party claims for loss, damage and expense of whatever kind and nature arising out of a breach by the ETM Vendor of any of its service obligations under this Agreement.

9.2 Without limiting the generality of Article 9.1, the ETM Vendor shall fully indemnify and defend the Indemnified Persons from and against any and all loss and damages arising out of or with respect to

- a) failure of the ETM Vendor to comply with Applicable Laws and Applicable Permits,
- b) payments of taxes relating to the ETM Vendor, its contractors, suppliers and representatives, income or other taxes required to be paid by the ETM Vendor without reimbursement hereunder,
- c) non-payment of amounts payable by ETM Vendor to its employees or sub-contractors as a result of materials or services furnished to the ETM Vendor, or
- d) any claim or action to the extent such action is based on a claim that the ETM Vendor infringes a patent, copyright or trademark, and ETM Vendor shall pay those damages and costs finally awarded against the Indemnified Persons in such action attributable to such claim.

9.3 Notwithstanding anything to the contrary contained in this Agreement, a Party hereto shall not be liable to the other Party for any exemplary, special, indirect, consequential or incidental damages of any kind (including without limitation loss of revenues or loss of profits), even if such Party has been advised of the possibility of such damages.

## Article 10 - Force Majeure

**10.1** As used in this Agreement, a Force Majeure Event shall mean occurrence of any or all of the events defined in Article 10.2 hereinafter which prevent the Party claiming Force Majeure (the “Affected Party”) from performing its obligations under this Agreement and which act or event:

- a) Is beyond the reasonable control and not arising out of the fault of the Affected Party;
- b) The Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and

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- c) Leads to a Material Adverse Effect.

## 10.2 Force Majeure Events

For purposes of this Article, and subject to Articles 10.1 (a), (b) and (c) herein, Force Majeure Event(s) shall mean one or more of the following acts or events:

- a) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide;
- b) Radioactive contamination or ionizing radiation;
- c) Strikes or boycotts (other than those involving a Party or its employees or representatives or attributable to any act or omission of any of them) interrupting supplies and services relating to the Project for a period exceeding a continuous period of 15 (fifteen) days;
- d) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents discharging of its obligations by a Party for a period exceeding a continuous period of 15 (fifteen) days;
- e) Any public agitation which prevents discharging of its obligations by a Party for a period exceeding a continuous period of 15 (fifteen) days.
- f) Complete lockdown declared by the government due to COVID-19.

## 10.3 Effect of Force Majeure Event

Upon the occurrence of any Force Majeure Event, the following shall apply:

- a) There shall be no Termination except when a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, GMCBL may in its sole discretion terminate this Agreement by giving Termination Notice in writing to the ETM Vendor without being liable in any manner whatsoever;
- b) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event;
- c) GMCBL will not be liable for making payments to the ETM Vendor for the period and for such services that could not be rendered by the ETM Vendor due to such Force Majeure Event;
- d) ETM Vendor will not be liable for the Default Charges during the periods in which the Force Majeure events persist.

**10.4 Liability for other losses, damages etc.**

Save and except as expressly provided under this Article 10, no Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to the Article 10.

**10.5 Excuse from performance of obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations and to the extent it is unable to perform on account of such Force Majeure Event provided that:

- a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and
- c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall immediately and promptly resume performance of its obligations hereunder.

**Article 11 – Confidentiality****11.1 Mutual Confidentiality Obligations**

- (a) All information, data, legacy information, and any other information, provided by a Party hereto, including without limitation the proprietary materials, software and documentation, specifications, the application provided for the ETM Devices, pricing and financial information, etc. in connection with the Project or otherwise during the Contract Period, shall be treated as confidential (“Confidential Information”) by the receiving Party.

Unless otherwise expressly authorized in writing by the disclosing Party of Confidential Information, the receiving Party shall maintain in strict confidence all Confidential Information, shall use Confidential Information only for the purpose of this Agreement, and shall restrict disclosure of Confidential Information to only those of its directors, officers, employees, consultants, or advisors who require access to the Confidential Information for carrying out the work relating to the Agreement and who are bound not to disclose the same. ETM Vendor shall ensure that any software application provided by GMCBL for the ETM Devices

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will not be reverse engineered or tampered with by, any of its employees, personnel, consultants or advisors.

- (b) The restrictions set forth in sub-article (a) above herein shall not apply to any part of the Confidential Information which:
- (i) Is at the time of disclosure to the receiving Party, or thereafter, becomes part of the public domain, other than as a result of a disclosure by the receiving Party, their directors, officers or employees; or
  - (ii) Was, at the time of disclosure to the receiving Party, already in the possession of such Party on a lawful basis; or
  - (iii) Is required to be disclosed by the receiving Party by judicial, administrative process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by Applicable Laws or by any Governmental Agency, provided that the receiving Party shall promptly advise the disclosing Party of any expected disclosure hereunder so as to enable the disclosing Party to take appropriate steps as it may so desire.

## **Article 12 - Dispute Resolution**

### **12.1 Conciliation**

- 1.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by any Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure provided in sub-article (b) under.
- 1.1.2. In the event of any Dispute between the Parties, such Dispute shall be referred to the Commissioner, GMCBL (or his/her nominee) and the CEO/Managing Director of the ETM Vendor (or his/her nominee) for amicable settlement. Upon such reference, the said individuals shall meet not later than 7 (seven) days of the date of such request or such longer period as may be mutually agreed by the Parties to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the said individuals, any Party may refer the dispute to arbitration in accordance with the provisions of Article 12.2.
- 1.1.3. If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of Article 12.2 shall apply.

## 12.2 Arbitration

- a) Any Dispute, which is not resolved amicably as provided in Article 12.1, shall be finally decided by reference to either a single Arbitrator mutually agreed to by the Parties or if no single arbitrator is appointed within 15 days of such reference then such arbitration shall be done by a panel of three (3) arbitrators one appointed by each party and third by the two arbitrators.
- b) Such arbitration shall be held in accordance with and be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto (the "Act").
- c) The venue of such arbitration shall be Gurugram and the cost of arbitration shall be borne equally by the Parties.
- d) The Parties undertake to carry out any decision or award of the arbitrator (the "Award") without delay. Subject to the Act, Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- e) Pursuant to having exhausted the remedies, the Parties agree that an Award may be enforced against the ETM Vendor and/or GMCBL, as the case may be and their respective assets wherever situated.
- f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

## Article 13 – Language

**13.1** All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## Article 14 – Assignment and Charges

**14.1** The ETM Vendor shall neither create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of GMCBL, which consent GMCBL shall be entitled to decline without assigning any reason whatsoever.

## Article 15 – Governing Law and Jurisdiction

**15.1** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Gurugram shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

**Article 16 – Relation Between Parties**

16.1 Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership, joint venture or agency between the Parties. No Party shall have any right or authority to represent on behalf of the other nor shall any such representation to third party (ies) bind the other in any manner whatsoever. This Agreement is being entered into on a principal to principal basis. The ETM Vendor shall be an independent contractor and is fully independent in performing any or all its Scope of Work. The ETM Vendor shall not act or hold itself out as a servant or employee of GMCBL.

16.2 This Agreement is being entered into by the Parties on a non-exclusive basis. The Parties shall be free to work or associate with any third party and enter into any agreement, contract, joint venture, partnership or an arrangement of whatsoever nature with respect to the matters covered in the Agreement.

**Article 17 – Notices**

17.1 Any payment, notice or other communication to be given by one Party to the other under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered by hand/ registered post/ courier at the following address:

<b>If to ETM Vendor:</b>	<b>If to GMCBL:</b>
	Gurugram Metropolitan City Bus Limited, City Bus Depot, Sector 10, Gurugram– 122001 Haryana
Attention:	Attention: CEO
Email:	Email: <a href="mailto:jtcfogmcbll.gmda@gov.in">jtcfogmcbll.gmda@gov.in</a>

17.2 Copies of all notices may also be sent by email.

**Article 18 – Waiver**

18.1 Waiver by a Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement: -

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) Shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) Shall not affect the validity or enforceability of this Agreement in any manner.



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**18.2** Neither the failure by a Party to insist, on any occasion, upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## **Article 19 – Survival**

### **19.1** Termination of this Agreement:

- (a) Shall not relieve any Party of its obligations hereunder which expressly or by implication survives Termination hereof, and
- (b) Except as otherwise provided in any provision of this Agreement expressly limiting the liability of any Party, shall not relieve such Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such termination.

## **Article 20 – Severability**

20.1 If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise and the invalid, illegal or unenforceable part shall stand deleted and the rest of the Contract shall be enforced.

## **Article 21 – Representations and Warranties**

### **21.1** Representations and Warranties of the ETM Vendor:

ETM Vendor represents and warrants that:



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- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
  - (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - (c) It has taken all necessary corporate and other action under applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
  - (d) It has the necessary capabilities essential to undertake the obligations contemplated hereunder;
  - (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - (f) It is subject to civil and commercial laws of India with respect to this Agreement;
  - (g) There are no actions, suits, proceedings, or investigations pending or, to ETM Vendor's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the probable outcome of which may result in the breach of or constitute a default of ETM Vendor under this Agreement or which may result in any impairment of its ability to perform its obligations and duties under this Agreement;
  - (h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any impairment of ETM Vendor's ability to perform its obligations and duties under this Agreement;
  - (i) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which may result in any impairment of its ability to perform its obligations and duties under this Agreement;
  - (j) No representation or warranty by ETM Vendor contained herein or in any other document furnished by it to GMCBL in relation to Applicable Certificates, permits, permissions, licenses and other such necessary approvals and sanctions required under the Contract contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
  - (k) No sums, in cash or kind, have been paid or will be paid by or on behalf of ETM Vendor, to any person by way of price, commission or otherwise for securing the

Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of GMCBL in connection therewith.

## **21.2 Representations and Warranties of GMCBL:**

GMCBL represents and warrants that:

- (a) GMCBL, through its authorized representative, has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) GMCBL has taken all necessary action to authorise the execution, delivery and performance of this Agreement; and
- (c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

Any of the Representations and Warranties herein contained, if found to be untrue shall constitute breach of this Agreement.

## **Article 22 – Standard of Care**

22.1 The ETM Vendor acknowledges the relationship of trust and confidence established between the ETM Vendor and GMCBL by this Agreement. Accordingly, all acts of the ETM Vendor shall be consistent with this relationship. The ETM Vendor shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser/ service provider to GMCBL. The ETM Vendor shall at all times support and safeguard GMCBL's legitimate interests in any dealings with third parties.

## **Article 23 – No Additional Remuneration**

23.1 The remuneration of the ETM Vendor set out in this Agreement shall constitute its sole remuneration in connection with this Agreement. The ETM Vendor shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the ETM Vendor shall ensure that its personnel, agents, etc. similarly shall not receive any such additional remuneration. The ETM Vendor shall at all times perform its responsibilities hereunder in furtherance of the best interest of the Project.

## **Article 24 – The ETM Vendor Not to Engage in Certain Activities**

24.1 The ETM Vendor shall not engage and shall cause its personnel as well as sub-

consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict, with the activities assigned to them under or pursuant to this Agreement.

## Article 25 – Execution of Agreement

25.1 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

<b>GMCBL</b>	<b>ETM Vendor</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

<b>Witness 1</b>	<b>Witness 2</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**Schedule A : Scope of Work**

1. The ETM Vendor shall discharge the scope of work (Scope of Work), as set out in the RFP Part 1, during the Contract Period.
2. The ETM Vendor shall adhere to the Standards of Performance as set out in Schedule E with respect to the Scope of Work.
3. The ETM Vendor shall discharge the Scope of Work in accordance with the Technical Proposal submitted by the ETM Vendor, as enclosed at Schedule F. The contents of the Technical Proposal submitted by the ETM Vendor, as per the RFP provisions, would be binding on the ETM Vendor to the extent any deviation therefrom is not deemed material by GMCBL. Notwithstanding the resource deployment and other commitment as provided for in the Technical Proposal, ETM Vendor shall augment the resources as and when required to be able to discharge its Scope of Work and adhere to Standards of Performance.

**Schedule B : Technical Specifications**

To be included (As per RFP and ETM Vendor's Proposal, as accepted by GMCBL)

**Schedule C : Payments to ETM Vendor**

To be included (As per RFP and ETM Vendor's Proposal, as accepted by GMCBL)

**Schedule D : Bank Account details for Performance Security**

Account Holder : .....

Account No. : .....

Bank Name: .....

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**Schedule E: Liquidated Damages, Standards of Performance and Default Charges**

To be included (As per RFP and ETM Vendor's Proposal, as accepted by GMCBL)



**Schedule H: ETM Vendor's Technical Proposal**

To be attached

**Schedule G: Process for Handling Damaged ETM Devices**

1. During physical handover of ETM Device for maintenance to ETM Vendor, the ETM Vendor's representative will inspect the ETM Device and/or accessories for any physical damage. In case the ETM Device is received by ETM Vendor in damaged condition or with missing accessories, ETM Vendor will make a Damage/ Breakage/ Missing Report in a prescribed standard format, enclosed at Annexure A where GMCBL would sign along with ETM Vendor's official, and it would serve as evidence for the purpose of determining the extent and cost of loss/ damage.
2. ETM Vendor will inform the cost of repair/replacement of the ETM Device/accessory to GMCBL, which will be based on the cost of components, mentioned in Annexure B. No extra charges including labour charges shall be payable above the cost of the components, mentioned in Annexure B. The cost of components, mentioned in Annexure B shall remain fixed during the Contract Period.
3. ETM Vendor will undertake repair/ replacement of the damaged ETM Device/ accessory, after approval of the cost estimate by GMCBL.
4. ETM Vendor will submit its invoice for repair/ replacement for damaged ETM Device with copies of damage reports and GMCBL/ approval of the cost estimate, along with its next monthly invoice.
5. GMCBL will verify the invoices for repair/ replacement against the damage report and the cost of repair/ replacement submitted by the ETM Vendor, as per the procedure mentioned herein. The invoices for repair/ replacement will be processed along with the monthly invoice.

**Annexure A****Format for Damaged/Lost ETM Devices**

<b>ETM Device Damage Report</b>			
Depot: _____			
Date: _____			
ETM Device Serial No.: _____			
Sl. No.	Device/Accessory	Damaged or Missing	Description of Damage
1	ETM Device		
2	_____		
3	_____		
4	_____		
5	_____		
6	_____		
7	_____		
8	_____		
Above mentioned item has been handed over in damaged/missing condition by GMCBL on _____ at _____ Hrs.			
GMCBL Official Name: _____ Sign: _____ Date: _____			
ETM Vendor's Official Name: _____ Sign: _____ Date: _____			

**Annexure B****Price List for ETM Device, Accessories and Components**

To be included (As per RFP and ETM Vendor's Proposal, as accepted by GMCBL)