

Jaipur Smart City Limited



INVITATION FOR BID (IFB)

Bid Reference No: Jaipur Smart City Works/01/2017-18

Bidding Document for

Development

of

Integrated Transit Management System, Jaipur

April - 2017

Jaipur Smart City Limited

JMC Building, Pt.DeendayalUpadhyay Bhawan

LalKothi, Tonk Road, Jaipur-302016

Phone No. 0141-2741346/2741347

Bid Reference No: Jaipur Smart City Works/01/2017-18
Bidding Document

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Jaipur Smart City Limited

JMC Building, Pt Deendayal Upadhyay Bhawan, LalKothi, Tonk Road, Jaipur – 302016
E-Mail ID: jscljaipur@gmail.com

NOTICE INVITING TENDER- SHORT TERM TENDER

Bid Reference No:Jaipur Smart City Works/01/2017-18

Jaipur Smart City Limited (JSCL), Jaipur invites online e-bids from reputed contracting firms who have experience in multidisciplinary ICT Projects for the following work:

Work No.	Name of Work	Estimated Project Cost	Earnest Money deposit(Rs.)	Tender document Fee	Bid processing fee	Period of Completion
1	Development of Integrated Transit Management System, Jaipur	Rs.21.12 Crs	Rs. 42.24 Lakhs (Rs. Forty two lakhs twenty four thousand only)	Rs. 20,000 (Rupee Twenty Thousand Only)	Rs. 1000 (Rupee One Thousand Only)	12 months (Twelve months – for implementation)

SI No.	Description	Work 1
(i)	Bid document Downloading Start Date And time	April 12, 2017, 11:00 AM
(ii)	Bid document Downloading End Date And time	May 11, 2017, 5:00 PM
(iii)	Prebid Meeting	April, 24, 2017, 11:00 AM
(iv)	Last date and time of Online submission of technical proposal and financial proposal	May 11, 2017, 5:00 PM
(v)	Last date and time of Physical submission of EMD, Bid document fee Bid processing fee & Power of Attorney	May 12, 2017,Upto 5:00 PM
(vi)	Opening of bid online (Technical proposal only)	May 15, 2017, 3:00 PM

Terms:

- This notice and bid documents are available on following internet site address for e-tender www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in>
- A complete set of bid documents can be downloaded from above websites.
- Bids shall remain valid for 120 days (one hundred and twenty days) from the date of submission of the bid.
- Any bid not accompanied by Bid document fee, Bid processing fee and Earnest Money as in the NIT will be rejected as nonresponsive.
- Complete e-Tender must be submitted on-line on www.eproc.rajasthan.gov.in
- Any addendum, clarification to the bidder's queries and corrigendum will be published on the www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in> and will not be published in the Newspapers.

**Chief Executive Officer
Jaipur Smart City Limited,
Jaipur**

SECTION-I: INSTRUCTION TO BIDDERS

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

1. General			
1.1	Scope of Bid	1.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS, issues this Bidding Document for the procurement of works as named in the BDS and as specified in Section V, Procuring Entity’s Requirements.
1.2	Interpretation	1.2.1	Throughout this Bidding Document: The term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. If the context so requires, singular means plural and vice versa; and “Day” means calendar day.
1.3	Code of Integrity	1.3.1	Any person participating in the procurement process shall not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

			<p>not obstruct any investigation or audit of a procurement process;</p> <p>disclose conflict of interest, if any; and</p> <p>Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.</p>
		1.3.2	<p>Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <p>have controlling partners/ share holders in common; or</p> <p>receive or have received any direct or in direct subsidy from any of them; or</p> <p>have the same legal representative for purposes of this Bid; or</p> <p>have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or</p> <p>The Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or</p> <p>the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or</p> <p>The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.</p>

		1.3.3	The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
		1.3.4	Breach of Code of Integrity by the Bidder: - Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
1.4	Eligible Bidders	1.4.1	<p>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association.</p> <p>In the case of a Joint Venture, Consortium or Association all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</p>
		1.4.2	A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or an eligible country declared as such by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services.

		1.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		1.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity.
		1.4.5	The Bidder must be a registered Contractor in appropriate class with the Department/ Organization and shall furnish necessary proof for the same. PSU can be participate in tender without registration.
		1.4.6	<p>i Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>iii The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.</p>
		1.4.7	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.4.8	In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empanelled or registered Bidders.
		1.4.9	Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.

		1.4.10	<p>Bidder who is not registered under the Sales Tax Act prevalent in the State of Rajasthan can bid, however selected bidder shall have to register with the Sales Tax department of the state government and submit the proof of registration before signing the Contract agreement.</p> <p>The Bidder is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.</p>
2. Contents of Bidding Document			
2.1	Sections of the Bidding Document	2.1.1	<p>The Bidding Document consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</p> <p>Part I: Bidding Procedures</p> <p>Section I. Instructions to Bidders (ITB)</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>Section III. Evaluation and Qualification Criteria</p> <p>Section IV. Bidding Forms</p> <p>Part II: Requirements</p> <p>Section V. Procuring Entity's Requirements.</p> <p>Part III: Contract</p> <p>Section VI. General Conditions of Contract [GCC]</p> <p>Section VII. Special Conditions of Contract [SCC]</p> <p>Section VIII. Contract Forms</p>
		2.1.2	The Invitation for Bid (IFB) issued by the Procuring Entity is also part of the Bidding Document.
		2.1.3	The Bidding Document shall be uploaded on the e-procurement portal, eproc.raj.nic.in along with the Invitation For Bid. The complete Bidding Document shall also be placed on the State Public Procurement Portal, sPPP.raj.nic.in. The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.

		2.1.4	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.
		2.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.
2.2	Clarification of Bidding Document and Pre-Bid Conference	2.2.1	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Goods and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids]. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3[Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document..
		2.2.2	The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity.
		2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the date of Pre-Bid Conference.

		2.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.
		2.2.5	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo moto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		2.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
2.3	Amendment of Bidding Document	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.
		2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal and newspapers.
3. Preparation of Bids			
3.1	Cost of Bidding	3.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		3.1.2	The Bidder shall furnish the scanned attested copies of following documents with its Bid: i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm. ii. VAT/ Sales Tax registration certificate and VAT/Sales Tax clearance certificate from the

			<p>concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department.</p> <p>iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship.</p> <p>iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid.</p> <p>v. Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association.</p>
3.2	Language of Bid	3.2.1	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
3.3	Documents Comprising the Bid	3.3.1	<p>The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.</p> <p>One more cover containing scanned copies of proof of payment in form and amount as specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately.</p>
		3.3.2	<p>The Technical Bid/ Proposal shall contain the following:</p> <p>i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];</p>

			<p>ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10;</p> <p>iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11;</p> <p>iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid;</p> <p>v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</p> <p>vi. Drawings/ designs in support of the Good and Related Services to be executed;</p> <p>vii. the Notice Inviting Bids;</p> <p>viii. any other document required in the BDS; and</p> <p>ix. Others considered necessary to strengthen the Bid submitted.</p>
		3.3.3	<p>The Financial Bid/ Price Proposal shall contain the following:</p> <p>Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5;</p> <p>Any other document required in the BDS.</p>
3.4	Bid Submission Sheets and Price Schedules	3.4.1	<p>The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
		3.4.2	<p>The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, using the forms furnished in Section IV, Bidding Forms].</p>
3.5	Bid Prices	3.5.1	<p>The prices and discounts quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below;</p> <p>All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their</p>

			<p>prices shall be assumed to be included in the prices of other items.</p> <p>The price to be quoted in the Price Proposal Submission Sheet excluding any discounts offered. The Bidder shall quote any unconditional discounts and the methodology for their application in the Price Proposal Submission Sheet.</p>
		3.5.2	<p>Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p>
		3.5.3	<p>All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder.</p>
		3.5.4	<p>The bidder has to provide break-up of the price quoted for each item of the Goods offered, clearly mentioning the base price and all taxes, levies/cess, insurance, local handling charges etc, applicable on each item of Goods offered.</p>
3.6	Currencies of Bid.	3.6.1	<p>The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.</p>
3.7	Documents Establishing the Eligibility of the Bidder	3.7.1	<p>To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms];</p> <p>if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or</p>

			intended JV shall authorize an individual/ partner in one of the firms as lead partner of the JV to act and commit all the partners of JV for the Bid.
3.8	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	3.8.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section V, Schedule of Supply. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Supply.
		3.8.2	Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
3.9	Documents Establishing the Qualifications of the Bidder	3.9.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria].
		3.9.2	If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
		3.9.3	If so required in the BDS, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

3.10	Period of Validity of Bids	3.10.1	Bids shall remain valid for 120 days or the period specified in the BDS after the Bid submission deadline as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.10.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.
3.11	Bid Security	3.11.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS.
		3.11.2	Bid Security shall be 2% of the value of the Works indicated in the NIB. The bid security shall be in Indian Rupees, if not otherwise specified in the BDS.
		3.11.3	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS/ net banking, if permitted.
		3.11.4	In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section IV [Bidding Forms].
		3.11.5	Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		3.11.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid.

			The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		3.11.7	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		3.11.8	Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.11.3. The Procuring Entity shall respond promptly to such a request.
		3.11.9	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		3.11.10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security].
		3.11.11	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely: when the Bidder withdraws or modifies his Bid after opening of Bids; or when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or when the Bidder fails to commence the Works as per Work Order within the time specified; or when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed; if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and

			Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors].
		3.11.12	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
		3.11.13	The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:- the expiry of validity of Bid Security; the execution of agreement for procurement and Performance Security is furnished by the successful bidder; the cancellation of the procurement process; or the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted.
		3.11.14	The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter in to an Agreement to form a legally constituted JV after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted.
3.12	Format and Signing of Bid	3.12.1	All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid.

		3.12.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
4. Submission and Opening of Bids			
4.1	Sealing and Marking of Bids	4.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.raj.nic.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.
		4.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.
4.2	Deadline for Submission of Bids	4.2.1	Bids shall be submitted electronically only up to the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.
	Late Bid	4.2.2	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 4.2.1. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
4.3	Withdrawal, Substitution and Modification of Bids	4.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 3.12.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids].
		4.3.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.10.[Period of Validity of Bids] or any extension thereof.

4.4	Bid Opening	4.4.1	The electronic Technical Bids shall be opened by the Bids Opening Committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present.
		4.4.2	The Bids opening committee may co-opt experienced Subject Experts in the committee to conduct the process of Bid opening.
		4.4.3	The Bidders may choose to witness the electronic Bid opening procedure online.
		4.4.4	The Financial Bids shall be kept unopened until the finalization of the Technical Evaluation. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found Technically qualified by the Procuring Entity in evaluation of their Technical Bids.
		4.4.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		4.4.6	<p>First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.</p> <p>Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorization to</p>

			<p>request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as “MODIFICATION Technical Bid” shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification is to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.</p>
		4.4.7	<p>All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded-</p> <p>the name of the Bidder;</p> <p>whether there is a modification or substitution;</p> <p>whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed;</p> <p>Any other details as the Bids opening committee may consider appropriate.</p> <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p>
		4.4.8	<p>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p>
		4.4.9	<p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>

		4.4.10	After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids.
		4.4.11	The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document.
		4.4.12	The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity.
		4.4.13	All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded- the name of the Bidder; whether there is a modification or substitution; the Bid Prices; any other details as the Bids opening committee may consider appropriate. After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.
		4.4.14	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record.

			The members of the Bids opening committee shall also sign the record with date.
5. Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
5.2	Clarification of Technical or Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

5.3	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	<p>During the evaluation of Technical or Financial Bids, the following definitions apply:</p> <p>i. "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
5.4	Nonmaterial Non conformities in Technical or Financial Bids	5.4.1	<p>Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any non-conformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.</p>
		5.4.2	<p>Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
		5.4.3	<p>Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.</p>
5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	<p>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:</p> <p>i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total</p>

			<p>price as quoted shall govern and the unit price shall be corrected;</p> <p>ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.</p>
		5.5.2	<p>If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.</p>
5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	<p>The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.</p>
		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided:</p> <p>Bid is signed, as per the requirements listed in the Bidding documents;</p> <p>Bid has been sealed as per instructions provided in the Bidding documents;</p> <p>Bid is valid for the period, specified in the Bidding documents;</p> <p>Bid is accompanied by Bid Security or Bid securing declaration;</p> <p>Bid is unconditional and the Bidder has agreed to give the required performance Security;</p> <p>Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules];</p> <p>written confirmation of authorization to commit the Bidder;</p> <p>Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and</p>

			Other conditions, as specified in the Bidding Document are fulfilled.
5.7	Responsiveness of Technical or Financial Bids	5.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].
		5.7.2	A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that: (a) if accepted, would- affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.
		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
5.8	Examination of Terms and Conditions of the Technical or Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V Schedule of Supply] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding

			Document] have been met without any material deviation or reservation.
5.9	Evaluation of Qualification of Bidders in Technical Bids	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.9 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.
5.10	Evaluation of Financial Bids	5.10.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive
		5.10.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.10.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: the Bid Price quoted in the Financial Bid; price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors]; Adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4.3 [Nonmaterial Nonconformities in Bids], if applicable.
		5.10.4	If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.

5.11	Comparison of Bids	5.11.1	The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids].
5.12	Negotiations	5.12.1	To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.12.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- when ring prices have been quoted by the Bidders for the subject matter of procurement; or When the rates quoted vary considerably and considered much higher than the prevailing market rates.
		5.12.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.12.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.12.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.12.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
		5.12.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
5.13	Procuring Entity's Right to Accept Any Bid,	5.13.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without

	and to Reject Any or All Bids		assigning any reasons thereof and without there by incurring any liability to the Bidders.
6. Award of Contract			
6.1	Procuring Entity's Right to Vary Quantities	6.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Bidding Document.
		6.1.2	Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price.
6.2	Acceptance of the successful Bid and award of contract	6.2.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.2.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.
		6.2.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.2.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidders in the Bidding Document for the subject matter of procurement.
		6.2.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		6.2.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder given in the Bidding Document.

6.3	Signing of Contract	6.3.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV still to be legally constituted, all parties to the JV shall sign the Agreement.
		6.3.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.3.3	The Bid Security, if any, of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
6.4	Performance Security	6.4.1	Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
		6.4.2	(i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS. (ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration

			the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.
		6.4.3	<p>Performance Security shall be furnished in one of the following forms as applicable-</p> <p>(a) Deposit through eGRAS; or</p> <p>(b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>(d) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or</p> <p>(e) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 10% of the amount of the bill.</p>
		6.4.4	Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.

		6.4.5	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		6.4.6	<p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:</p> <p>when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or</p> <p>when the Bidder fails to commence the Works as per Work order within the time specified; or</p> <p>when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or</p> <p>when any terms and conditions of the contract is breached; or</p> <p>to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or</p> <p>if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
7. Redressal of Grievances during Procurement Process (Appeals)			
7	Grievance handling procedure during procurement process	7.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

Appendix A:

Grievance Handling Procedure during Procurement Process (Appeals)

- (1) Filing an appeal.- If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, Bidder registration documents or Bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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

- (2) Appeal not to lie in certain cases. - No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
- determination of need of procurement;
 - provisions limiting participation of Bidders in the Bid process;
 - the decision of whether or not to enter into negotiations;
 - cancellation of a procurement process;
 - applicability of the provisions of confidentiality.

(3) Form of Appeal

An appeal under sub-section (1) or (4) of section 38 shall be in the annexed Form along with as many copies as there are respondents in the appeal.

Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.

Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(4) Fee for filing appeal.

Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals

The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,

hear all the parties to appeal present before him; and

peruse or inspect documents, relevant records or copies thereof relating to the matter.

After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

Annexure

FORM No. 1

[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

Name and address of the respondent(s):

- (1).
- (2).
- (3).

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

If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

Number of affidavits and documents enclosed with the appeal:

Grounds of appeal:

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

(Supported by an affidavit)

Prayer:

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

Place

Date.....

Appellant's Signature

SECTION-II: BIDDING DATA SHEET

The following specific data for the works shall complement, amend, or supplement the provisions in Instructions to Bidders – Section I. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS CLAUSE REFERENCE

A. Introduction

ITB. 1.1.1	The Number of the Invitation for Bids (NIT) is: Jaipur Smart City Works/01/2017-18 The Procuring Entity is: Jaipur Smart City Limited, Rajasthan Name of Work: Development of Integrated Transit Management System - Jaipur.
1.1.2	Period of Completion: The Physical Works shall be completed in its entirety within Twelve Months (12) months from the Start Date. The O&M period shall be of 5 years from date of completion.
1.1.3	Estimated Cost of work is: Rs 21.12 Crores
ITB 1.4.1	Joint Ventures are permitted comprising not more than 3 (three) firms/companies. The minimum equity under JV of lead firm should be 51%.
ITB 1.4.2	“Bidders of Indian Nationality” are permissible.
ITB 1.4.5	The Bidder / All partners of JV must be registered with the department / organization of any State Govt / Central Govt. / PSU / Govt Autonomous Body / Govt. Undertaking.
ITB 1.4.8	The bidding process is open to bidders who fulfil the prescribed eligibility criteria.
ITB 1.4.9	Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Works will be disqualified.

B. Bidding Documents

ITB 2.1.3	This is an “on-line tender”, thus, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost (Rs 20,000/) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1,000/- separately in favour of RISL, Jaipur The bidder should submit, by date & time specified in bid document, in original, hard copies of (i) cost of bid document as Rs. 20,000/- for each work in the form of DD/Banker’s Cheque of a scheduled bank in India or eGRAS in the name of Chief Executive Officer, Jaipur Smart City Limited payable at Jaipur; (ii) Bid processing fee of Rs. 1,000/- for each work in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur; (iii) Bid Security as per RTPP; (iv) Letter of Technical
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	Bid; (v) Power of Attorney; and (vi) Joint Venture Agreement, if applicable. The bidder should upload scanned copies of these documents on e-procurement web-site along with their technical bids.
ITB 2.2.1	For Clarification purposes only, the Procuring Entity's address is: OFFICE OF THE CHIEF EXECUTIVE OFFICER Jaipur Smart City Limited. JMC Building, Pt Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302016 Phone No: 0141-2741346 / 2741347, E-Mail ID: jscljaipur@gmail.com
ITB 2.2.2	Pre-bid Meeting – April, 24, 2017 at 11:00 AM
ITB 2.2.3	The Bidders are requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week before the Pre-bid Meeting. However, Department may also consider questions / queries raised in writing only, during the Pre-bid Meeting.
ITB 2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals http://sppp.rajasthan.gov.in/ and http://eproc.rajasthan.gov.in
ITB 2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal.

C. Preparation of Bids

ITB 3.2.1	The language of the bid shall be: English
ITB 3.3.1	The online Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.
ITB 3.3.2	The Bidder shall submit the forms, declarations and documents, as specified in section IV of Bid Document, with the Technical Bid:
ITB 3.3.3	The Bidder shall upload the following documents with its Financial Bid: <ul style="list-style-type: none"> a) Financial Proposal Submission in Excel Sheet. b) BoQ c) Detailed Break-up of the Quoted Price for each item of Goods, clearly mentioning the Base Price and all Duties, including any additional duties/cess, Insurances, Taxes/levies etc., all carriages and any other charges as applicable.

ITB 3.5.1	Add following: a) Contract Price should be sum of capital cost (INR)+ O&M cost as mentioned in the Bid document. b) The O &M period of all the works under this contract shall be 5 years after the issuance of the completion certificate subject to successful physical completion and/or commissioning of the system.
ITB 3.5.2	The Prices quoted by the Bidder shall be fixed and in Indian Rupees only, inclusive of all taxes and duties and freight.
ITB 3.5.3	In case of changes in rates of taxes and duties, as decreed by a change/amendment in any applicable Law of the land, after the bid submission date till issuance of Completion Certificate, only the change in rates will be borne by the Purchaser.
ITB 3.9.1	The Bid validity period shall be 120 (One hundred and twenty) days from deadline for submission of bids.
ITB 3.11.1	Add following: Bid security shall be of the value Rs 42.24 Lakh (Rupees Forty two Lacs and Twenty Four Thousand only), as indicated in NIT for all bidders.
ITB 3.11.3	A Bid Security shall be provided as a part of the bid in the form of a Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in India, in specified format which shall remain valid for a period of 45 (forty five) days beyond the validity of the bid. EMD/Tender fees/Processing Fees can also be paid on line by using debit/credit/net-banking by visiting jscl@jaipur.com website.
	Add the following Clauses
ITB 3.12.3	Only Digital signed copy shall be submitted through e-procurement website.
ITB 3.12.4	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney

D. Submission and Opening of Bids

ITB 4.1.1	For bid submission purposes only, the Procuring Entity's address is : OFFICE OF THE CHIEF EXECUTIVE OFFICER Jaipur Smart City Limited. JMC Building, Pt Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302016 Phone No: 0141-2741346/2741347, e-Mail ID: jscljaipur@gmail.com Bidders shall submit their Bids electronically only. The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by
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	<p>the Authorised Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for document's accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall follow the following instructions for online submission:</p> <ul style="list-style-type: none"> • Bidder who wants to participate in bidding will have to procure digital signature certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on the above mentioned website after digitally signing the same. • Cost of bid document is Rs.20,000/- per tender should be deposited by Non Refundable Demand Draft drawn in favor of Chief Executive Officer, Jaipur Smart City Limited, Jaipur payable at Jaipur, whereas the Processing fee Rs. 1,000/- should be deposited by Non Refundable Demand Draft drawn in favour of MD, RISL, Jaipur payable at Jaipur. Original documents along with above mentioned fees and other documents as per bid conditions, has to be deposited up to 05.00 PM on May 12, 2017 before opening of technical bid. • The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter. • If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day.
ITB 4.1.2	Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : http://eproc.rajasthan.gov.in
ITB 4.2.1	<p>The Deadline for electronic Bid submission is</p> <p>Date: May 11, 2017</p> <p>Time: 05:00 PM</p>
ITB 4.4.1,4.4.5	<p>The online Bid opening (Technical) shall take place at:</p> <p>OFFICE OF THE CHIEF EXECUTIVE OFFICER</p> <p>Jaipur Smart City Limited.</p> <p>JMC Building, Pt Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302016</p> <p>Phone No: 0141-2741346/2741347, e-Mail ID: jscljaipur@gmail.com</p> <p>On 15th May 2017 at 3:00 PM</p> <p>The tendering process shall be conducted online only; DD/BC tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.</p>
ITB 4.4.13,4.4.15	The Procuring Entity will open the Financial proposal as per e-tendering procedure.

E. Award of Contract

ITB 6.3.1	The period within which the Performance Security is to be submitted by the successful bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 30 days .
ITB 6.3.3	The procuring entity shall promptly return the bid security after the earliest of the following events, namely: <ol style="list-style-type: none"> 1. The expiry of validity of bid security 2. The execution of agreement for procurement and performance security is furnished by the successful bidder; 3. The cancellation of the procurement process; or 4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
ITB 6.4.2, 6.4.3, 6.4.4 Replace with following	Performance Security amounting to total 10% of contract value (but excluding O&M cost and provisional sum) shall be submitted / deducted as follows: <ol style="list-style-type: none"> (i) Contractor shall submit Performance Security @ 10%of total contract value of Implementation Phase, in advance at the time of signing of agreement in form of Bank Guarantee as per latest rules under RTPP act. The Bank Guarantee should be issued by any nationalized/ schedule bank and shall remain valid up to 60 days beyond Warranty period, as mentioned in section 7, Particular Conditions of Contract. Bank Guarantee submitted against the performance guarantee, shall be unconditional and en-cashable / invokable at Town for which tenders are invited or at Jaipur. (ii) If there is no reason to retain the Performance Security, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period, subject to submission of fresh Performance Security valid for 60 days beyond the O&M period of Five (5) years, of an amount 10% of total contract value of Operation and Maintenance Phase of Five Years. (iii) Refer clause 4.3.1 of Special condition of contract.
7.1	First Appellate Authority shall be: Dy. Director & Special Secretary, LSG, Govt. of Rajasthan, Jaipur. Second Appellate Authority shall be: Principal Secretary, LSG, Govt of Rajasthan, Jaipur.

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

A. Qualification Criteria

- i. **Scope:** The bids shall address the complete scope of work. Any bid for part scope of work or related services shall be held non responsive and shall be rejected.
- ii. The Bidder should have **General Experience** for Supply of Goods and Services for **not less than five (5) years**. The Bidder should furnish a statement of his experience in Supply of Goods and Services for similar works, supported with necessary documents
- iii. Bidder should be an established IT system Integrator and should have been engaged in Supply, Installation, Commissioning and Operations & Maintenance Services of ICT projects for a period of at least 3 financial years as on 31.03.2017. The Bidder should furnish a statement of his experience for similar works, supported with necessary documents.
- iv. **Consortium/Joint Venture** will be eligible to bid having declared, one of the parties in the consortium/JV partner as the Prime Bidder/Lead Bidder, though all the partners of the Consortium / JV will be jointly and severally liable. The maximum nos. of consortium/JV partner will be 3. Any of the parties of the consortium /JV partner or the Prime Bidder/Lead Bidder may meet the technical criteria.
- v. **Copy of the consortium/JV Agreement**, clearly specifying the role and area of specialization of each individual consortium/JV partner, duly signed by all the Consortium/JV partners, of appropriate value as per norms non-judicial stamp paper should be enclosed. The agreement should clearly nominate the Prime Bidder/Lead Bidder, accepted and signed by all of the Consortium/JV partners.
- vi. In case of a Joint Venture (JV)/ Consortium, at least 40% of the turnover and net-worth criteria shall be met by the lead partner and the remaining can be satisfied by the other JV/Consortium partners. In ascertaining the turnover and the net-worth, the respective financial year applicable in the country of the JV/Consortium partner shall be used.
- vii. None of the member of a given JV/Consortium can be a member of another JV/Consortium for submitting this same bid otherwise all the bids comprising the same member shall stand disqualified. However, a subcontractor can be a member of multiple teams.
- viii. The parent company experience shall be considered only if it is part of JV/Consortium.
- ix. The highest evaluated (combined technical and financial evaluation as specified at point 7) substantially responsive, technically qualified Bid, will be declared as the Successful bid. The Evaluation of the Price bid will be done on the base price of each item, excluding all taxes, Cess /levies insurances etc, as stated in section II BDS of the bid.

2 Minor Omissions or Missing Items.

The evaluated cost of quantifiable non conformities, errors and/or omissions is determined as follows:

“Pursuant to ITB Clause 5.4, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Procuring Entity will make its own assessment of the

cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”

[For guidance: The cost of minor omissions or missing items should be added to the Bid Price to allow for bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming bids. The price adjustment may be based on the price of the item quoted by the next lowest qualified bidder].

3 Technical Criteria

No deviation with the technical specifications given in section 5 shall be accepted. The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 5, Schedule of Supply shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

The bidder shall submit in addition to the bidding forms, all the tables duly filled up in the scope of work. This will facilitate the evaluation of the bid.

Single Optimal Solution: Bidders are requested to propose a single optimal solution and should refrain from suggesting multiple solutions or options that may lead to rejection of the bid.

4. Economic Criteria

4.1 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub - Clause 16.1, are not permitted.

4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 5, Schedule of Supply, are not permitted.

4.3 Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) **will not be** taken into account for bid evaluation purposes;

Operation for 5 (Five) years after Completion of all the works for the Sub Project:

The sub project envisages development and Commissioning of Integrated Transit Management System infrastructure all of which will be operational within Twelve (12) months of award of the contract. The successful supplier of Goods for this bid will also have to Operate and Maintain the facilities, for a duration of 5 (Five) years, as a business venture, as required by the Purchaser.

All bidders are therefore required to provide a detailed Approach. Methodology, Organogram and Estimated Annual Operation and Maintenance cost of the facilities.

Qualification Criteria

1 Size of Operation

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three Financial Years (2013-14, 2014-15 and 2015-16). The Bidder is to submit audited statements of their financial turn over / accounts for the last three (3) years, along with its bid. Where necessary the Purchaser will make enquiries with the Bidder's Bankers.

1. Financial Criteria

A) Bidder's **net worth** for the current year should be **positive**.

The Bidder and / or his associates shall meet the following criteria:

B) Turn Over: Average Annual Supply turnover (**solely from ICT Business and IT Services**) of the Bidder over the preceding 3 (Three) years shall be as detailed below;

- (i) **Rs 10 Cr** or more in case of sole bidder,
- (ii) In case of Consortium, each partner shall meet the turn over requirements in the proportion of their participation share in the consortium, as mentioned in the Consortium / JV agreement.

2 Technical Criteria

(A) The Bidder and / or his associates must have experience of having successfully completed works of similar nature and complexity, fulfilling at least one of the following two criteria;

- i. Experience in Automatic Vehicle Location System (AVL). The bidder shall have satisfactorily designed and deployed at least 3 qualifying AVL projects by which one is commercially in operation for at least 1 year and any one has been maintained by the bidder for at least one year.

A Qualifying AVL Project is defined as: "An AVL project for an intra-city transit system with a fleet of at least 100 buses wherein the bidder shall have provided AVL system software and hardware to monitor, manage and control transit operations. In addition, the bidder should have ETA (Expected Travel Time) to passengers. The AVL project should have been commissioned within the past 10 (ten) years from the date of submission of the bid and should have been in commercial operations for at least one year after successful system acceptance".

- ii. Experience in Transit Management System (TMS): The bidder shall have satisfactorily designed and deployed at least two (2) qualifying TMS Projects, in commercial operation and maintained for at least 1 year.

A Qualifying Transit Management System Project is defined as "A Transit Management System project shall be for a transit fleet of at least 200 vehicles and involving design and deployment of systems using a well-established automated scheduling software which includes optimized scheduling, time tabling and daily rostering of buses and crew (driver assignments). The Transit Management System project should have been commissioned within the past 10 (ten) years from the date of

submission of the bid and should have been in successful commercial operations for at least one year after successful acceptance.

- (B)** The Bidder should furnish the following documents to substantiate his bid;
- i) *The Bidder shall submit copies of Work Orders, Completion and satisfactory performance Certificates in support of their experience claims. Only works of Govt/PSU/Autonomous bodies under Govt. Sector of any country shall be considered.*
 - ii) *The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.*
 - iii) *For considering experience of the bidder, out of its experience as JV, its own works in the JV shall be considered with relevant evidence/certificates.*
 - iv) *JV shall comprise of not more than three firms/companies. The minimum equity under JV of lead firm must be 51%*

(C) The present price level for turnover and cost of completed work of similar nature, the previous years' value shall be given weight age of 10% per year as follows:

Sr. No	Financial Year	Weight age
(i)	2016-17	1.00
(ii)	2015-16	1.00
(iii)	2014-15	1.10
(iv)	2013-14	1.21
(v)	2012-13	1.33
(vi)	2011-12	1.46

3 Technical Certification

The Bidder need to have Certifications at the time of bidding, as detailed below:

- a) ISO 9001:2008: Certification for System Integration.
- b) ISO-20000:2011: for IT Service Management (Facility Management Services)
- c) ISO 27001:2005: for Information Security Management System

4 Financial Position:

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three years.

5 Working Capital: The Bidder must demonstrate access to, or Availability of or access to, financial resources in form of working capital such as liquid assets, lines of credit from a reputed Bank, and other financial means, other than any contractual advance payments taking into account the Bidder's commitments for other contracts to meet the cash-flow requirement as under:-

The minimum amount of liquid assets and / or credit facilities (**Working Capital**) available to the bidder for the project under consideration shall not be less than **Rs 5.28 Crore**

6 Overall Bid Capacity: Overall Bid Capacity: The bid capacity of the bidder shall not be less than the estimated cost of the bid **Rs 21.12 Crore**.

Bid capacity will be calculated as given below;

$$\text{Bid Capacity} = (2 \times A \times N) - B$$

Where A= Maximum value of Annual Turnover from **ICT Business and IT Services** contracts executed in any one year during the last four years (2012-13, 2013-14, 2014-15, 2015-16) (updated to present price level) taking in to account the completed as well as works in progress (including current year, if opted by the bidder),

B= Value at present price level (2016-17) of existing commitments and ongoing works to be completed during N period i.e., the period of completion of works for which this bid is invited.

N=Prescribed completion period of the work for which this bids invited in years,

7. Technical Evaluation:

All the bids received will be marked as detailed below and bidders scoring at least 60 will be considered to be **“RESPONSIVE”** technically. The Price bids of only those technically **“RESPONSIVE”** bidders will be opened in the second stage.

The Proposed Marking System for evaluation of proposals is given below:

	Evaluation Criteria	Maximum Marks
A	Organization Related (15 Marks)	
A1	Year of Incorporation/Operation of the Lead Partner or Sole Bidder	7
(i)	less than 5 years	0
(ii)	5 years – less than 7 years	4
(iii)	7 years and more than 7 years	7
A2	Organization Status	8
(i)	Joint Venture or partnership Company	4
(ii)	Pvt. Ltd. Company	6
(iii)	Public Limited Company	8

	Evaluation Criteria	Maximum Marks
B	Financial Status of the Sole Bidder/Joint Venture (20 Marks)	
B1	Average Annual turnover during last 3 years starting 2016-17 to be adjusted for cost increase by 8% p.a.	10
(i)	Less than Rs. 10 Crores	0
(ii)	Rs. 10 Crores to less than Rs. 20 Crores	4
(iii)	Rs. 20 Crores to less than Rs. 30 Crores	6
(iv)	Rs. 30 Crores to less than Rs. 40 Crores	8
(vi)	Rs. 40 Crores and above	10
B2.	Networth (Share Capital + Reserves & Surplus-Accumulated))Losses if any)	10
(i)	Less than Rs. 5 Crores	0
(ii)	Rs 5 Crores to less than Rs. 10 Crores	4
(iii)	Rs 10 Crores to less than Rs. 15 Crores	6
(iv)	Rs 15 Crores to less than Rs. 20 Crores	8
(v)	Rs 20 Crores and above	10
C	Experience (65 Marks)	
C1	The bidder shall have satisfactorily designed and deployed qualifying AVL projects by which one is commercially in operation for at least 1 year and any one has been maintained by the bidder for at least one year.	15
(i)	not experience	0
(ii)	One AVL projects implementation	6
(iii)	Two AVL projects implementation	9
(v)	More than three AVL projects implementation	15
C2	A Transit Management System project shall be for a transit fleet of size as mentioned below and involving design and deployment of systems using a well-established automated scheduling software which includes optimized scheduling, time tabling and daily rostering of buses and crew (driver assignments).	10
(i)	no experience	0
(ii)	100 - 200vehicles	4
(iii)	201-300	6
(iv)	more than 300	10
C3	Experience in Journey Planner development for a city and presently in operation	10
(i)	No experience	0
(ii)	Experience in Mobile application or Web application	5
(iii)	Experience in both mobile as well as web application	10

	Evaluation Criteria	Maximum Marks
C4	Experience in Incident Management System	10
(i)	No experience	0
(ii)	Experience Incident Management System	10
C5	Experience in Vehicle Maintenance system	10
(i)	No experience	0
(ii)	Experience in Incident Management System	10
C6	Implementation of Command and Control Center	10
(i)	No experience	0
(ii)	Experience in Incident Management System	10
Total		100

Note:

- a. For the purpose of evaluation, the experience of all the members of the bidding entity will be considered. In case of ongoing assignments, the certificates must be made available from the client regarding the status of the same along with a copy of complete contract agreement.
- b. In case of a JV, the consolidated strength of all the JV Partners (including Lead Partner) shall be considered. In the case of Financial Status of the company as per Part B of the Marking System, strength of the JV Partner in proportion to the proposed equity investment in the JV shall be considered.
- c. The Eligible Bidders who score more than 60 marks on the above proposed marking system would be referred to as Technically Evaluated Responsive Bidders.

8. Financial Evaluation:

The Price bid of each bidder will be evaluated and each will be attributed a score, as detailed below;

$$F_s = (F_b / F_m) * 100$$

Where

F_s: Bidders financial score

F_b: Price as quoted by bidder

F_m: Minimum price quoted amongst the bidders

9. Final Evaluation:

The Final Combined score of each bidder will be calculated as detailed below:

$$Bs = (0.6 \times Ts) + (0.4 \times Fs)$$

Bs : Bid Score of the bidder

Ts : Technical Score of the Bidder (will be given 60% weightage)

Fs : Financial Score of the Bidder (will be given 40% weightage)

The Bidder with Highest Score attained after the final evaluation, shall be declared as Successful Bidder and awarded the subject contract.

SECTION IV. BIDDING FORMS

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4.1	Technical Proposal Submission Sheet
4.2	Price Proposal Submission Sheet
4.3	Price Schedule for Goods
4.4	Bid Security (Bank Guarantee Unconditional)
4.5	Bid Securing Declaration
4.6	Manufacturer's Authorization
4.7	Technical Proposal Check List
4.8	Form : Revolving line of credit
4.9	Declaration by the Bidder under Sections 7 and 11 of the Act
4.10	Power of Attorney
4.11	Joint Venture Agreement
4.12	Statement for work in hand
4.13	Check Points
4.14	Self - Appraisal Sheet
4.15	Additional Certification From Bidder
4.16	Self-Declaration by bidder – No blacklisting
4.17	Certification of Conformity / No Deviation
4.18	Authenticity of Items (to be procured under this subject contract)
4.19	Undertaking for Functional Requirement of Equipment

The bidder shall submit in addition to the bidding forms, all the tables duly filled up in the scope of work. This will facilitate the evaluation of the bid.

4.1 Technical Proposal Submission Sheet

Date: _____

NIT No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10% percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;

(f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;

(k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

Name of Recipient	Address	Reason	Amount

(l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: _____

In the capacity of _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of _____

Date: _____

Tel: _____ Fax: _____

E-mail _____

4.2 Price Proposal Submission Sheet

Date: _____ NIT No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Document, Including Addenda No _____

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) The total Price for our Bid, excluding any discounts offered, if permitted, in item(d) below is: _____

(d) The discounts offered, if permitted, and the methodologies for their application are:

(e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

4.3 Price Schedule For Goods

Sl. No	Item Description	Units	Qty	Rate (In Rs.) FOR destination incl. all cost and taxes except Rajasthan VAT but including CST (if Applicable)	VAT Amount on Units Price (If Applicable)	Service Tax Amount on Units Price (If Applicable)	Amount inclusive of all
					(In Rs.)	(In Rs.)	(In Rs.)
1	2	3	4	5	6	7	(7) = (4+5+6)
1	Bus – OBU device	Nos.	400				
2	Bus - Driver Display Unit	Nos.	400				
3	Passenger Information System LED based with controller (PIS)- At Each Bus Stop	Nos.	250				
4	In Bus PIS as per UBS II Specification Front LED with Controller	Nos.	400				
5	Access License for each bus per year(for 5 years)	Nos.	1350				
6	IP Camera for Bus Stop	Nos.	100				
7	Outdoor Wi-Fi Access Point	Nos.	20				
8	Access Switch (For Outdoor Access Points)	Nos.	20				
9	Vehicle Scheduling & Dispatch System	Nos.	1				
10	Incident Management System	Nos.	1				
11	Business Intelligence	Nos.	1				
12	Web Portal for Bus Schedule &ETA	Nos.	1				
13	Mobile Application	Nos.	1				
14	Integration with Third Party Applications	Nos.	1				
15	Passive components including required accessories etc. for Smart Transport Solution	LS	1				

Sl. No	Item Description	Units	Qty	Rate (In Rs.) FOR destination incl. all cost and taxes except Rajasthan VAT but including CST (if Applicable)	VAT Amount on Units Price (If Applicable)	Service Tax Amount on Units Price (If Applicable)	Amount inclusive of all
				(In Rs.)	(In Rs.)	(In Rs.)	
1	2	3	4	5	6	7	(7) = (4+5+6)
16	SIM card for connectivity of GPS & PIS (1+8)	Nos.	260				
17	Workstations -Intel Xeon -4 Core with Hyper threading, Intel Boost, 3 TB SATA 7200RPM, NVIDIA NVS510 2GB Graphic card with 16GB DDR4 RAM. 2 nos 1G NIC, 2 nos USB 3.0, 2 Nos DVI/HDMI Should be loaded with latest Microsoft OS version, 1 no 23" IPS LED backlit Full HD Monitor,	Nos.	6				
18	24 Port 1 Gbps L2 Switch (Cisco/HP/DELL/Extreme) for workstation connectivity, with 2nos 1/10G Uplink with SFP module for DC connectivity	Nos.	2				
19	UPS 10 KVA Modular with 30mins VRLS Battery backup	1set	1				
20	Antivirus Software for workstations	Nos.	6				
21	Internet connectivity through Data center	1	1				
22	Power and data cabling	1set	1				
23	Wifi access points	Nos.	1				
24	A3 Size Color printers /scanners	Nos.	1				
25	Telephone Instruments	Nos.	2				
26	Installation , cabling etc	LS	1				
	Sub Total						

Sl. No	Item Description	Units	Qty	Rate (In Rs.) FOR destination incl. all cost and taxes except Rajasthan VAT but including CST (if Applicable)	VAT Amount on Units Price (If Applicable)	Service Tax Amount on Units Price (If Applicable)	Amount inclusive of all
					(In Rs.)	(In Rs.)	(In Rs.)
1	2	3	4	5	6	7	(7) = (4+5+6)
27	O & M Cost @ per annum for 5 years						
	Grand Total						

4.4 Bid Security (Bank Guarantee Unconditional) *

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [Chief Executive Officer, JSCL, RAJSATHAN]

Date: [insert date]

BID GUARANTEE No: [insert number]

We have been informed that [insert name of the Bidder](herein after called "the Bidder")has submitted to you its bid dated[insert date](hereinafter called "the Bid")for the execution of [insert name of contract]under Notice Inviting Tender No. [Insert NIT number] ("the NIT").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[insert amount in figures] [insert amount in words]upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or

(b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity,

(i) fails or refuses to execute the Contract Agreement,

(ii)fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders(hereinafter "the ITB"),

(c) has not accepted the correction of mathematical errors in accordance with the ITB, or

(d) has breached a provision of the Code of Integrity specified in the TB;

This guarantee will expire: (a)if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b)if the Bidder is not the successful Bidder, upon the earlier of (i)our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or(ii)thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[Insert signature of person whose name and capacity are shown]

NOTE: * - Scheduled Bank Only

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of

[insert name of the Bank]

Dated on day of [insert date of signing]

Bank's Seal _____ [affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture/Lead bidder that submits the bid.]

4.5 Bid Securing Declaration

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No, if permitted: [insert identification No if this is a Bid for an alternative]

To: [Chief Executive Officer, JSCL, RAJASTHAN]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or
- (d) breach any provisions of the Code of Integrity as specified in the ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture/ Lead bidder that submits the bid.]

4.6 Manufacturer's Authorization

Date:

Package No.:

Invitation for Bid No.:

To:

Chief Executive Officer,

Jaipur Smart City Limited,
JMC Building, Pt Deendayal Upadhyay Bhawan
LalKothi, Tonk Road, Jaipur-302016

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name

In the capacity of:

Signed

Duly authorized to sign the Authorization for and on behalf of

Date

4.7 Technical Check List

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following, otherwise the bid shall be considered incomplete and may lead to non-responsive.:

Notice Inviting Tender

CA's certificates

Bank's letter as required in Tender Document (if applicable).

Sales Tax Registration in State of Rajasthan,

VAT / Sales Tax Clearance Certificate

Service Tax Registration, if required as per law

Proof of payment of Bid Security

Proof of Cost of bidding document or receipt of such cost.

Proof of Bid processing fee as specified.

Bid capacity stipulations as required in Tender Document.

Completion Certificates of works which have been cited in support of fulfilment of eligibility criteria as specified in Tender Document.

Work orders of works which have been cited in support of fulfilment of eligibility criteria as specified in Tender Document.

Drawings / designs / technical documents (if required) in support of works to be executed

Any modifications or withdrawal.

Other documents considered necessary to strengthen the bid.

JV agreement against which experience for eligibility is claimed to demonstrate clearly the JV members work in that JV.

Registration certificate of each bidder / JV Partner in class AA or equivalent in any State / Central / PSU / in India.

Check Points and Self-appraisal sheet

4.8 Format for Assured Revolving Line of Credit Facility

(To be submitted by a Scheduled Bank on the Bank's Letter head)

Date: (Insert Date)

To: Chief Executive Officer,
Jaipur Smart City Limited,
JMC Building, Pt Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road, Jaipur-302016

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS _____ [name and address of Bidder] (hereinafter called the "Bidder") intends to submit a bid for----- (name of contract package) -----" under the Jaipur Smart City Limited (JSCL) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the JSCL through NIB no. --- -----; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- (name of contract package) -----
-In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to _____ [amount of guarantee in figures and words] as an assured revolving line of credit for executing the Works under ----- (name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2017 / 2018.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

4.9 Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder/ JV

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Works] in response to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date: _____ Signature of Bidder _____
Place: _____ Name: _____
Designation: _____
Address: _____

4.10 Power of Attorney

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the _____, to issue and receive correspondence related to all matters of the tender "-----". We / M/s _____ undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

S. No.	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3.		
4.	Name and Designation of the person Authorized	
5.	Attested Signature of the Authorized Representative	

For Limited Firm's

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

4.11: Joint Venture Agreement (Among Three Firms)

(On requisite value as per norm Non-Judicial Stamp Paper)

Memorandum of Understanding for

JOINT VENTURE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----- ("Effective Date").

BETWEEN

M/s. _____, a company incorporated, and having its registered office at _____.

(Hereinafter referred to as the "First Party"/ "One Partner");

M/s. _____) a company incorporated, and having Registered office at _____.

(Hereinafter referred to as the "Second Party"/ "Each Partner");

Hereinafter jointly referred to as the "Parties" and individually as "Each Party" or "a Party" as the case may be.

WHEREAS,

A) The JAIPUR SMART CITY LIMITED, Jaipur, Rajasthan (hereinafter referred to as the JSCL or procuring entity) invited bid for;

_____.

(B) The Parties hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "JV") to jointly execute the above project in all respect

NOW THEREFORE IT IS HERE BY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with _____ designated as the One Partner and First Partner.

1.2. _____ shall be the Second Member – or Second Partner

1.3. _____ shall be the Third Member – or Third Partner (insert more lines if more partners)

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of “_____ Joint Venture”.

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The Parties hereto shall, for the above-referred Projects, be jointly and severally liable to the Employer for the execution of the Projects in accordance with the Contract till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility: -----

Physical responsibility: -----

Other Partners: Financial responsibility: -----

Physical responsibility: -----

Other Partners: Financial responsibility: -----

Physical responsibility: -----

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The Parties shall participate as a JV in the submission of bids and further negotiations with the Employer and shall co-operate and contribute their respective expertise and resources to secure and execute the Projects.

5.2 On award of Projects, the First Partner in consultation with the other members of JV will decide on the final management structure for the successful execution of the Projects as per the terms of Contract.

5.3 All the Parties hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the Projects, including commissioning & operation for the period as stipulated in the contract. The share of interest of the JV shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the Parties hereto shall be mutually exclusive i.e. none of them shall without the other Party's consent & prior approval of JSCL, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This Memorandum of Understanding shall be terminated:-

a. if the Parties mutually confirm that the JV's bid proposal has not been finally accepted by Employer and all rights and obligations of the Parties under or in connection with this Memorandum of Understanding have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this Memorandum of Understanding unless extended for a further period on demand of JSCL & mutual consent of the Parties, or

7.2 The Memorandum of Understanding can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer after the consent of the Employer.

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____ & _____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be _____.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

Any and all correspondence from the Employer to the JV shall be addressed to (name of JV) at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address (name of JV)

ARTICLE 12: Authorized Representative:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by _____)

For and on behalf of

_____)

in the presence of: _____)

Name:

Name:

Designation:

Designation:

Signed by _____)

For and on behalf of _____)

_____.

in the presence of: _____)

Name :

_____)

Designation:

Name:

Designation:

4.12 STATEMENT FOR WORK IN HAND (for calculation of value of B, to ascertain Bidding Capacity = $2 A \times N - B$, of the bidder)

This is to certify that the status of the present works in hand as on date of publication of NIT of order value more than Rs. 10.00 lacs for which either order are received or the work is under execution but which are still not completed is as under:

Amount in Lacs of Rupees.

S. No	Brief Description of Work	Stipulated Date of Start	Stipulated Date of Completion	Time left for execution after date of publication of the subject NIT, in months	Cost of awarded work	Cost of work executed up to date of publication of NIT	Balance Cost of un-executed work as on date of publication of NIT in 30 month from and date of submission
1	2	3	4	5	6	7	8=6-7

1. If the value of Balance work goes beyond 30 months from the date of bid submission then client certificate mentioning the amount of work to be executed beyond 30 months, otherwise full balance work shall be accounted for calculation of 'B' value.

2. This is certified that this is true in all respect and can be used for calculation of the bidding capacity as per the formula given in ITB. This is also certified that other orders under execution by the firm shall not materially affect the bidding capacity of the firm as required in this tender. (Format should be Printed on Rs 500/= stamp paper)

Signatures With Seal of Authorized Signatory for tender

4.13 Additional certification from Bidder

Correction of arithmetical errors

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

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

II. If there is an error in a total corresponding to the addition or subtraction of subtotals the subtotals shall prevail and the total shall be corrected

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

If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid securing Declaration shall be executed.

Procuring Entity's Right to vary Quantities

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

II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

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

Ownership of Assets

The assets that will be created due to the intervention as visualized in the subject contract, will be the property of Jaipur Smart City Limited only, and the selected bidder who helps create these assets will hand over the assets after the Operation and Maintenance phase of Five (5) Years, without any proprietary claim whatsoever.

Signature of Bidder

4.14 Self-Declaration by Bidder: No Blacklisting

In relation to our Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No..... Dated we hereby declare that;

We do hereby affirm that we have not been blacklisted, by any Government agency or Public Sector Undertakings, either in the bidding stage or during the execution stage of any contract, in which we participated

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

4.15 Certification of Conformity / No Deviation

In relation to our Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No..... Dated we hereby declare that;

We do hereby affirm that we have complied and shall continue to comply with the all the terms and conditions as specified in this Bidding Document, including technical specification, schedule of supply, quantity of Goods to be procured, payment conditions, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

4.16 Authenticity of Items (to be procured under this subject contract)

In relation to our Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No..... Dated we hereby declare that;

We do hereby confirm that, will supply all the items of Goods given in the “List of Goods” in section V of this bid document, all of which will be “Authentic” and will comply with the requirement of this Bidding Document.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

4.17 Undertaking for Functional Requirement of Equipment

In relation to our Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No..... Dated we hereby declare that;

We do hereby give an undertaking that, all the Equipment to be supplied by us, as per the "List of Goods" in section V of this bid document, will completely comply with the functional requirement as required by the terms and conditions of the bid document of the subject contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

SECTION V. SCHEDULE OF SUPPLY

Contents

1. Scope of Work.....
2. List of Goods.....
3. Delivery and Completion Schedule.....
4. Technical Specifications.....

INTEGRATED TRANSIT MANAGEMENT SYSTEM

5.1 Project Scope and Deliverables

The purpose of this document is scope of work for design development installation of Integrated Transit Management System for Jaipur. This document underlines all IT related requirements of Jaipur to achieve a highly automated and stable environment for Transport Operations Management as well as Integrated Transit Management System in Jaipur City.

Authority requires an **Integrated Transit Management System** for the below mentioned key areas:

Scope

5.1.1 Integrated Operations Management - Integration of the services of Jaipur City Transport Services Ltd., (JCTSL)

Jaipur City Transport Services Limited (JCTSL) is a city bus service for Jaipur. It is operated by various operators. The system has been running from many years, but was heavily modified in 2007. Rajasthan State Road Transport Corporation (RSRTC) extended travelling facility to the colonies and sub-urban towns in and around Jaipur. Regardless of the heavy financial loss on the system, JCTSL has been operating about 400 city buses per day.

The process of development and expansion of the system to the commuters is a regular process in JCTSL. Some services are being operated by private operators. Mini buses are also being operated by JCTSL.

JCTSL operates its own buses 137 in number being operated by Net cost PPP mode. 267 (144+115+8) buses are not having the GPS installed on them

The integrator will install OBU and DDU in all the buses (including mini buses) including the ones where GPS is already installed to bring them on to a single platform. Routes information of all these buses including fare and frequency will be fed into the system. The system so developed should be capable of scaling it up at a later date when the number of buses, routes and frequency are increased.

5.1.2 Passenger Information System

Passengers waiting at the bus shelters shall be provided with information about:

- the static information i.e. routes being operated from the Q shelter
- the dynamic information i.e. next bus arrival (real time) of the particular routes. This will be based on the location of the bus in the route and also the traffic data.
- On bus information system about the arrival of the next stop

The agency will provide the above at the bus Q shelters including the static information as per the designs provided by the authority.

JMRC is operating IPT from the Metro stations. Integrated PIS boards giving information about JCTSL buses, JMRC trains, JMRC controlled IPTS shall be provided at JMRC IPT bus Q shelters, concourse area of each Metro station.

The Passenger Information System will be installed on pilot basis on Mansarovar to Badi-Chaupar first and will be rolled out at other locations later. This however will be confirmed at the time of issue of Work order by the Authority.

5.1.3 Vehicle Scheduling & Dispatch System

Vehicle Scheduling and Dispatch system should be developed. Scheduling/dispatch software shall be used to aid designing and modifying transit routes. It shall also be used to route, schedule and dispatch vehicles in demand response operations.

5.1.4 Development of mobile application – Journey Planner

The mobile application developer shall develop a comprehensive mobile application that will have information about:

- the Jaipur City Transport Services Ltd., (JCTSL) (including its private operations),
- Jaipur Metro, and
- Taxi services being operated by private companies like Ola and Uber.
- Smart Public bicycle sharing system

In phase 2 it is also proposed to extend/integrate the auto rickshaw services also, however this is not included in the present scope of services. The developer shall develop the application that is scalable so that the number of routes can be increased at a later date and also other transportation systems in phase 2.

a. JCTSL routes

Mobile application shall be developed which will give info about the JCTSL bus routes including private operators. The mobile application should have inbuilt route information of all the routes.

The user will give inputs about the origin and destination of his trip and the mobile application shall give info about what are the routes available to make the trip and what is the frequency, the timings and fare information. The application shall be scalable to include routes which will be introduced in future.

b. Integration with the Jaipur Metro services

The mobile application shall also have the latest Jaipur Metro routes details. If the user wishes to take the services of Metro he should be provided with the service, route, frequency and fare information about Metro.

c. Integration with Taxi services

The mobile application shall have integration with the taxi services being operated by Ola, Uber etc., The application shall have the facility to allow user to check the option of the fare for these taxi services.

d. Smart Bicycle system

It is also proposed to introduce Smart Public Bicycle Sharing system in the city. Hence the mobile application shall have the facility of showing the user the availability of smart bicycle facility in the route the user intends to travel. This will provide last mile connectivity to the user.

e. Issue of Passes through mobile application

The mobile application shall be capable of issuing daily, weekly, monthly and annual passes to the users of the system. The payment system should be foolproof.

5.1.5 Development of Web application – Journey Planner

The Operator shall develop web application to facilitate journey planning of the web application.

5.1.6 Vehicle Maintenance

The Vehicle maintenance system will provide comprehensive solution to the needs of the vehicle maintenance and will improve the service levels and optimize the cost.

5.1.7 Incident Management System

Incident Management is the process of managing multi-agency, multi-jurisdictional responses to disruptions. Efficient and coordinated management of incidents reduces their adverse impacts on public safety, traffic conditions and the local economy. Incident management yields significant benefits through reduced vehicle delays and enhanced safety to motorists through the reduction of incident frequency and improved response and clearance times.

5.1.8 City Bus Operations Centre

The integrator will develop Operations centre in JCTSL office or at a location specified by JSCL to monitor and direct the operations of these buses. The on-time running or delay of the routes will be monitored. The revenue collection of the all these buses will be fed into the system at the end of each day. Similarly, the expenditure details will also be fed into the system on regular basis.

The daily, weekly, monthly, quarterly, bi-annual and annual revenue of each route will be available for analysis. Similarly, the expenditure details analysis is also will be made. The route km, passenger km expenditure as well as revenue analysis will be worked out.

Generation of reports about the dead kms for each route, depot wise analysis.

5.2 Smart Passenger Information System Implementation Benefits

- a. seamless and more efficient (safer, less polluting, economical, better informed travel)
- b. Improving access to public transit system by augmenting easier access to service and information
- c. Improved and scientific decision making;
- d. Deliver accurate real time information about services;
- e. Aid policy decision by availability of analytics platform.
- f. Improving security and reduce communication cost
- g. Faster and efficient management of incidents within the city;

- h. Higher economics within transport service by increased use of electronic fare services. Enhanced and easier service platform for emergency and engineering services.
- i. Optimized fleet management for higher availability.
- j. Safe fleet availability by implementing controls of operations and SLA's.
- k. Improved communication between operations staff and management resulting in coordinated and managed service environment

5.3 Technical Coverage

The system should be scalable and extendable to handle increase in the requirements in future. The technical components of the project will include central infrastructure, network infrastructure, IT security infrastructure and ITS software, as depicted in diagram below.

The technical solution proposed should have the following minimum features:

Scalability - All components of the architecture must support scaling to provide continuous growth to meet the growing demand of Jaipur City Transport Services.

Availability - Components of the architecture must provide redundancy and ensure that there are no single point of failures.

Security - The architecture must adopt an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc.

Manageability - Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and must be able to match the growth of the environment.

5.4 Purpose of Open ITS standards & Architecture

Interoperability: The SMART TRANSPORT Architecture shall be based on standards needed to provide a sound foundation for system interoperability (interfaces and products). Because the SMART TRANSPORT shall serve as the common foundation for ongoing ITS development work for Authority city, factoring it into current system implementation will facilitate transition to a standard interface definition. Using standard interfaces will provide for regional interoperability and even interchangeability of some devices used in ITS management, even though they may be from different manufacturers.

Increased competition: By implementing use of open standards (non-proprietary), multiple vendors will be able meet the standards and be able to respond to RFPs. Support and upgrades will also be available from multiple potential sources, avoiding the problems of being locked in to one source.

Future expandability: By designing within a common framework and using open standards, you will create an environment that integrates legacy systems with new ITS applications and allows more functionality to be added as needed.

Lower costs: ITS equipment and device compatibility will create larger total markets attracting more suppliers resulting in more capable products at lower prices. The resulting long-term costs of deployment will be pushed down by these economies of

scale for off-the-shelf ITS equipment and products and by competition through open-system enabling of multiple vendors.

Increased transportation system integration: The open nature and structure of the ITS architecture and use of standards-compliant components will make integration of complex transportation management components and regional systems easier. Improved integration of systems operated by different agencies will permit effective information sharing and more effective use of resources. Seamless mobility services across agency lines will become a reality.

5.5 Integration of Bus Transport Services

5.5.1 Integrated SMART TRANSPORT Overview

The integrated view of SMART TRANSPORT shall enable you to have a detailed understanding of AUTHORITY's understanding of implementing city wide transit management system. The system being proposed to be implemented will act as a city foundation framework for integrating objectives of diverse set of stakeholders with Authority city. AUTHORITY provides several other services other than transportation to its citizens like emergency services, engineering services etc. and hence all such services mentioned within the scope of this RFP shall utilize common ITS infrastructure like tracking and GIS systems to deliver its desirable end objectives.

5.5.2 Bus Station ITS Overview

The city bus shelters are open kerb side shelters and are utilized by city bus service for passenger boarding / alighting services. The station shall provide a LED based PIS display to deliver estimated arrival time of city buses at individual stations. The devices shall be connected to central control centre via wireless interface like GSM / GPRS / 3G for data exchange purposes. The device shall operate in autonomous mode and can be managed centrally by central control centre. The device shall also be connected to uninterrupted power supply for information continuity.

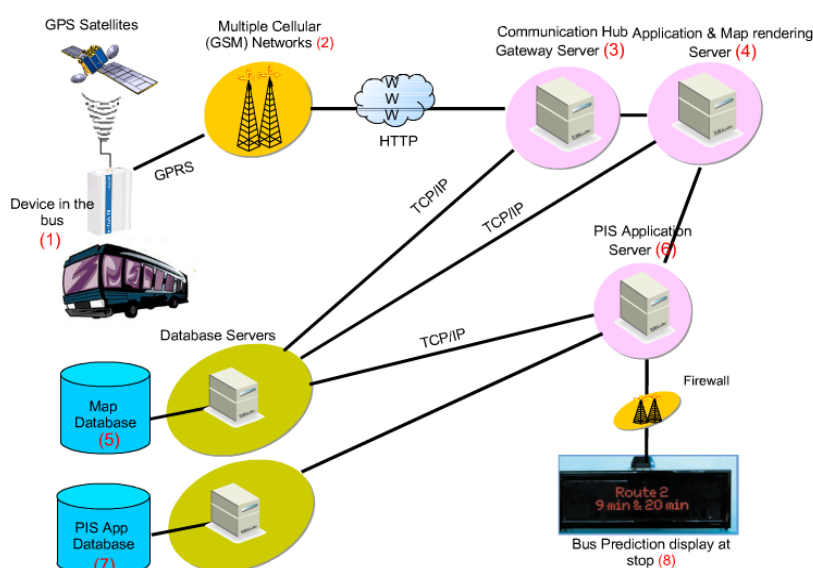


Figure 3: City Bus station ITS Equipment's, Interfaces and Communication

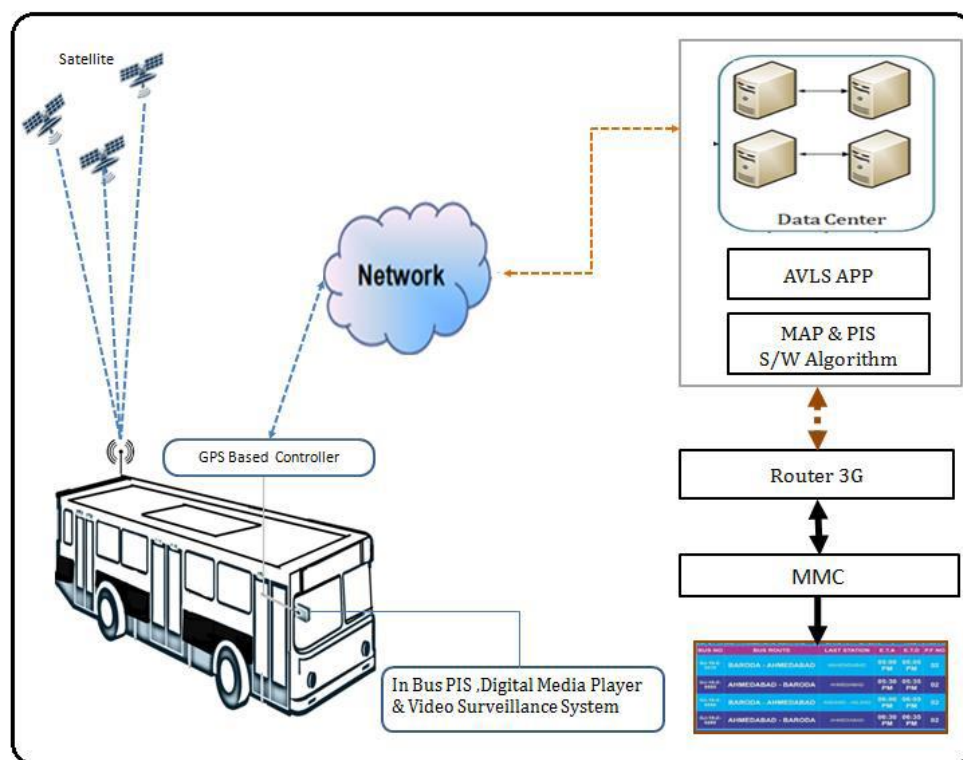
5.5.3 BUS ITS Infrastructure Overview

The bus ITS system is an integrated system installed on the bus to deliver primarily services pertaining to location tracking, operating parameters like speed, direction etc. The system will also provide passenger information system using visual and voice aids to enable passengers with diverse needs to know about the route and station information. The system shall be connected to central control centre via wireless communication system provided using GSM /GPRS / 3G system.

The essential components are:

5.5.4 Functional Specifications for SMART TRANSPORT

This section describes functional specification and end use requirements for different components within scope of this RFP. The functional specifications shall be the base requirement understanding given to bidders; however, authority expects the service provider to provide on-board best practices and enable a highly integrated and automated operations environment.



5.5.5 The functional specifications section provides specification for major components for SMART TRANSPORT:

- Automated Vehicle Location System
- Passenger Information System
- Vehicle Scheduling & Dispatch System
- Incident Management
- Business Intelligence
- Web Portal and Mobile Application

- Various MIS Reports based on daily, weekly, monthly, quarterly, bi-annually, annual

5.5.6 Integrated Operations Management Platform

Authority through Smart Transport project implementation intends to develop a city wide operations management platform which will be utilized by diverse set of users like transport, emergency service and engineering services to enhance service capabilities in terms of asset location identify action and utilization. The system is expected to act as a city platform and allows individual services to leverage the common tracking and operations management platform. The common system shall deliver workflow and rules management capability so that individual departments can manage their operations compliant to their functional requirements.

The service provider shall be required to implement central tracking infrastructure in a way that shall have provisioning capability to on-board functionality based on the user requirements in a template format. The integration shall be facilitated by publishing open interface protocols so that diverse set of hardware technologies can be integrated into the system.

The system shall provide capability to individual users based on workflow, rules and authorization to carry out business functions designated for the user types.

The central operation management platform shall create unique operational capability for individual stakeholders like fire, ambulance etc. to meet their operational requirement and hence augment their operational capability to better respond to the service requests.

The service provider shall be required to procure GIS map of Authority city and conduct surveys to map required information for the purpose of Smart Transport project.

5.5.7 Automated Vehicle Location System

The Automated Vehicle Locator System (AVLS) shall primarily use GPS based location tracking devices mounted on the vehicle as primary source of data for tracking purposes. The location and associated data acquired from the vehicle units shall act as input source for tracking and operations process management required by user executing their specific functions. The AVLS system shall enable Authority operations team to monitor vehicle movement in real-time and synthesize the AVL field data to deliver the same on the public information system devices installed on Bus stations, Terminals, Buses, Authority customer portal, mobile information delivery system in case of public transit application. The AVL data from vehicles other than the transit vehicles shall be delivered to individual process owners within Authority for further use and processing based on the requirements identified for individual departments.

The AVLS shall be source for enabling public information system service which acts as a source of information to be made available across various types of end point devices like mobile, fixed displays, web etc. in form of text & voice.

The AVL system vehicle technology components to be integrated/installed under this project are as follows”

1. Single Control Unit (SCU) or OBU

The SCU/OBU is at the heart of OBITS equipment's, all the other equipment's shall be connected to the SCU/OBU shall have open protocols as mentioned in UBS II to

integrate with various sub systems. Two way voice communication between crew at bus to dispatcher at TMC, waypoint data transfer through GPRS connectivity to central system at data centre, events like harsh braking, over speeding, swaying etc., It has GPS and GPRS antenna exposed outside to sky to get good signal.

2. Driver Display Unit (DDU)

On Board electronic information exchange peripheral interface to the SCU that allow crew to view and exchange information with dispatchers using the AVL central software.

Driver Display Unit (DDU) is a touch-screen type device installed in driver vicinity to operate features of the AVLS system and display specified information.

All DDU screens and UIs will support both English and Hindi screen layout for User to select. English is the default language to be loaded on the DDU upon OBU boot up.

User will be able to change operating language in the DDU setting screen. DDU's user interface is designed as simple, convenient and efficient for users to operate and manage various functions of DDU, also consistent among the user interfaces, with clear and understandable labels and instructions.

Current time, GPS status icon and mobile network connection status icon will be displayed in DDU in status bar. Current time of the OBU clock automatically synchronized with the backend AVLS server via mobile network regularly and every time once OBU boots up / wakes up from sleep.

GPS status icon indicates GPS signal availability in different colours (i.e. signal available, signal acquired but no position fix, signal not available). Mobile network connection status icon to indicate current status of the mobile network connection in different status (i.e. connected with AVLS, connecting to AVLS, not connected to AVLS).

The following software modules / functionalities are supported on Driver Display Unit:

- Driver Login through RFID Card or using PIN Number
- Route Selection
- Route Start
- Route execution
- Bus performance
- *ABSA- Automatic Bus Stop Announcement*
- *MBSA-Manual Bus Stop Announcement*
- *SPA-Special Passenger Announcement*
- SOS
- SMS
- Voice call
- Message
- Bus off Service
- Driver behavior events
- Maintenance

1. **In-Bus Passenger Announcements:** Provides commuters with automated next stop information and other manual announcements sent from CC by dispatchers.
2. **In Bus PIS display signs:** The in bus signs, which provide riders with route, approaching stop and destination information, will be integrated with the SCU/OBU to allow these to be automatically changed approaching the start of each trip.

3. **Two- Way Communication (Speaker and Amplifier):** This will enable the 2-way voice and message communication between driver and Controller in case of multiple operational scenarios like accident and emergency issues

These are the equipment's installed on Station/Stop

1. **PIS display boards at Bus Stations-** The display signs, which provide riders with route, approaching stop and destination information

All the on Bus Equipment's should be Urban Bus Specification II (UBS-II) and ARAI compliant.

AVLS Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	
1	Web based software with high resolution digital map for showing real time information of vehicles should be provided.				
2	System should be capable to give comparative connectivity analysis between any two preferred geographical areas in graphical and tabular manner				
3	System should be capable to configure user accessibility structure based on client's existing organization structure				
4	AVLS system should have capability to define and track trips using user defined templates				
5	AVLS system should be capable enough to automatically identify and notify major/minor route violations				
6	AVLS system should be smart enough to automatically force close trips either in the cases where in GPS Device is in coverage area or outside coverage area based on some user defined parameters.				
7	The software shall provide customized GIS Maps along with vector Maps as better decision support facility.				
8	The system should be capable to map and plot all fleet performance relevant incidents on live map.				
9	Vehicle transit history / Replay should also highlight distance travelled with over speed, low speed, all major / minor stoppages, deviated path, other vehicles of same route and their current location, GPS data loss zones etc.				
10	System should be having dedicated dashboard where user shall be able to analyse every scheduled trip, its adherence and other performance relevant information and regularity in single window.				

AVLS Features Compliance					
11	The software shall provide map based tracking and transit route line based tracking of vehicles by the control centre operators.				
12	The software is expected to have enterprise capabilities which enables multiple user type to be enabled to carry out various functions like, Alarm Management, Vehicle Schedule Tracking, Speed Management, Stoppage management, Route replays, bus tracking dashboard etc. as a standard functionality.				
13	The software shall enable Authority to drill and analyse information and online data in a multi-dimensional manner.				
14	Comprehensive analysis and reporting capabilities are expected to be part of the application delivery which matches the world standard capabilities of AVLS systems.				
15	The system should store the running time whenever a vehicle transits between two waypoints, system should have the ability to accumulate and constantly refines a database of travel times that have occurred to accurately predict the ETA.				
16	Ability to measure vehicle's actual movements against these predicted values to determine how late or early a vehicle is running against the historical averages. These predictions that should be disseminated to PIS and other stakeholders.				
17	The system should interface with data sources such as the schedule and planning tool to obtain operational route and timetable data. The system should also support a standard web-service interface for third party consumers of real-time public transport information.				
18	Solution should have On-vehicle hardware and software that provides AVL tracking and integration with on-vehicle equipment including next stop displays, audio systems.				
19	The system should have track routes being running, where the stops are located, the timetables for these routes at these stops, all must be current and accurate.				
20	System should have functionality to load each vehicle with the complete schedule for a shift when the operator dispatches the vehicle.				
21	The system should store the running time whenever a vehicle transits between two waypoints, system should have the ability to accumulate and constantly refines a database of travel times that have occurred to accurately predict the ETA.				

AVLS Features Compliance					
22	The system should obtain crew and vehicle allocations through the schedule and planning system.				
23	The software should have capability to have a multi-screen based tracking system, so as to enable tracking staff to quickly analyse activities and have a better insight into operational data of all activities within the system.				
24	Proposed AVL solution should have capability System should have Tracking buses in real time and predicting ETA at stops and disseminate this information to PIS and on board PIS systems.				
25	Ability to define geo-fencing with Waypoint Entry & Exit both being of different radius.				
26	System should notify the operator of the communication error in case vehicle is untracked.				
27	System should have facility to reproduce the path taken by vehicle with different colour according to vehicle status.				
28	Solution should have functionality to change the speed of reproduced path while displaying it on GIS map for better analysis.				
29	System should able to display overall fleet status with colour legend in graphical manner.				
30	Overall performance analysis based upon operational regularity should be displayed.				
31	System should be capable of showing adherence to defined schedule on line diagram of all previous and present trips.				
32	System should have ability to show fleet and trip status overview in graphical manner.				
33	System should have facility to monitor live station details with self-regulating in-time and out-time of vehicle.				
34	System should have functionality to check unassigned vehicle and crew assignment details at any time.				
35	Solution should be able to configure incidents with its severity, level as well as authority responsible for handling those incidents.				
36	System should be capable of defining route boundary over GIS map and displaying it in software.				
37	Solution should be capable of showing all stoppage locations with its details given any stoppage time.				
38	All unauthorized stoppage should be measured and monitored through the system.				

AVLS Features Compliance					
39	System should have multi selection functionality for tracking multiple trips information at a same time.				
40	Solution should have event management module for configuring special occasions.				
41	Solution should be able to depict tabular and graphical representation of trips and fleets statistics.				
42	System should be easily configurable based upon user rights and user roles for different modules.				
43	<p>Solution should cover all aspects for routes, schedules and vehicles based on user role such as,</p> <ul style="list-style-type: none"> • All stop details (name, location, number, type with functionality to add/edit/delete) • All route details (boundary, order, stops with functionality to add/edit/delete) • All passenger information details (final & mid-point destination name numbering with functionality of add/edit/delete) • All vehicle details (with add/edit/delete) • All crew details (with functionality of add/edit/delete) • All schedule details (with add/edit/delete) 				
44	System GUI should provide the ability to perform assignments of crews and vehicles				
45	System should have ability to automatically import Routes and timetables and validate against existing route and timetable data within the system and are tested for any timing or route changes.				
46	System should automatically detect the route deviated by vehicle from its predefined one.				
47	The software should have functionality for emergency alarm and audio announcements.				
48	Software should be able to track vehicle service based on different operational state parameters.				
49	Solution should be able to show trip with different color legend based upon its operational status.				
50	Solution should be deprived of showing live vehicles, stops and lines on map.				
51	Solution should have functionality to display stops, vehicles, lines on straight line diagram.				

AVLS Features Compliance					
52	System should be able to generate reports such as, <ul style="list-style-type: none"> • Performance report • Exception report • Monitoring report • Validating report • Summary report 				
53	Solution should able to display information of vehicle, crew and trip on mouse over.				
54	System should show detailed control information of vehicle with detailed stop control.				
55	Solution should have multi-map view and ability of zone creation.				
56	System should have panic button message management and management of detours.				

The software shall be web based and utilizes high resolution digital map to show real-time position of the vehicles. The software shall provide map based tracking and transit route line based tracking of vehicles by the control centre operators. The software is expected to have enterprise capabilities which enables multiple user type to be enabled to carry out various functions like, Alarm Management, Vehicle Schedule Tracking, Speed Management, Stoppage management, Route replays, Bus tracking dashboard etc. as a standard functionality. The software shall enable control centre management staff quick decision making capability, which shall be achieved by providing graphical tools for visualization. The software shall enable operators to drill and analyse information and online data in a multi-dimensional manner. Comprehensive analysis and reporting capabilities are expected to be part of the application delivery which matches the world standard capabilities of AVLS systems.

The software should have capability to have a multi-screen based tracking system, so as to enable tracking staff to quickly analyse activities and have a better insight into operational data of all activities within the system.

The proposed AVLS Software should be capable of integrating with all Open source and popular GIS maps to show real time positions of the vehicle. The system shall provide real time as well as replay on map based tracking and transit routes line based tracking of vehicles

The standard AVLS Software features are as

#	REQUIREMENT DESCRIPTION
1	System architecture
	AVL must be implemented as multi-tier Architecture
	AVL implementation must support following modes of deployment
	Deployment in a virtualized environment
	Cloud based deployment
	Business logic tier must never be directly accessible from internet
	Client application must be web based built on HTML 5
2	AVL Backend and OBU Communication

	AVL must support any third party OBU communication
	AVL system must have defined open standard communication protocol with OBU supporting all key functions as native hardware
3	Security
	AVL supports role based access.
	User roles determine the features and functionalities available to specific user role and can group the users based on Vehicles and Routes
	Session information
	Session information must never be stored
	User passwords may only be stored in the DB using strong hashing algorithms
	SSL must be used for encryption of data between OBU and AVL
	Information disclosure
	No significant system information is revealed to the user in case of errors
	User input validation
	Three tier validation must be performed for all user input
	By the client tier
	By the application tier
	By the data logic tier
	Password policy
	Password must be changed after first login
	Only strong passwords may be accepted
	AVL must support configurable password expiry policy
	Audit trail
	AVL must support audit trail for recording user activities with logging of following information
	Information about the user login (ID of the user, time of login, IP address of the user)
	Action that were performed
	Success/failure of the action
	AVL must support configurable audit trail reports
4	Master Data Management
	Standardized and documented import interfaces for master data (assets, network, schedule and dispatch)
	Master data validity assessment tools
	Master data versioning tools
	Standardized and documented export data interfaces for master data and associated performance
5	AVL core services
	AVL enables overview of real-time and historical vehicle status
	Driving status (parked, driving, idling, unknown etc.,)
	Communication status (Normal, communication interference, communication lost, sleep etc.,)
	Route status (inactive, pending, on route, deviation etc.,)
	Driver behavior alerts - Over speeding , Harsh Braking, Harsh Acceleration, Swaying, Sharp cornering ,accident and there threshold values should be configurable Over the Air
	Route Events – Skipping of Stops for configurable parameters, Route deviation and Off route detection, Extended Wait time on stops, speed between stops
	AVL enables overview of vehicle location with logs on the map
	AVL provides following performance indicators

	Adherence (Schedule, Headway)
	Excess Waiting time indication
	Estimated time of arrival indication
	Route assignment information
	Incident queue/Performance queue
	AVL provides Incident and Performance Queue with following functions
	Emergency alert support
	Incident like Bus off Service, breakdown detection & prioritization
	Driver behaviour events
	AVL performance dashboard
	AVL performance dashboard provides real-time insight into service execution including schedule & headway adherence, excess waiting time, trip execution details, off route and route deviation detection etc.
	Map support
	AVL Map diagram provides Map based performance and service management tools
	Map service must be based on Open Street Maps(Open source) and support multiple data providers (e.g. Google maps)
	Map service must provide following functions and services
	GIS based services, stops and buses information display
	Headway, Schedule & EWT adherence
	Traffic & road information display
	Management of map data layers, route and bus stop locations, GeoFence and custom locations management
	The system should be capable of defining and managing the geo fence and Detour and zone creation for on the fly Bus locator within Zone.
	Action Tools
	Line diagram
	Line diagram provides Route schema based performance and service management tools with layered information presentation
	Line diagram must provide following functions and services:
	Diagram based services, stops and buses information display
	Ability to merge variations into single route view
	Headway(Bunching and Gapping), Schedule(Late, Early, On time)& EWT adherence
	Action Tools
	Performance dashboard
	Tabular view of routes and key performance indicators like No of trips, Pending Trips
	Minimum information provided (number of buses on route, schedule and headway adherence status)
	Route action tools
	Two-way Communication with Drivers
	AVL supports two way communications service (one to one, one to many, fleet wide)
	Two-way text & recorded voice messaging service between controller and Driver
	Two-way voice communication service between controller and Driver
	OBU canned messages definition based on availability of CAN connectors
	AVL replay terminal
	Map based replay of trip logs and events
	Control of the timeframe of the replay

	Control of the speed of replay
	Reporting & Business Intelligence
	AVL supports real-time analytics and reporting for decision support system Reporting functionality is subjected to user's access authorization level
	AVL provides menu driven report generation that allows the user to generate, view and export reports
	Reporting module email distribution option for reports
	Reporting module provides support for exporting and sharing different AVL dashboards
	AVL System Operation Reporting
	Devices availability and operation
	Communication latency reporting and Communication failure on dashboards
	Data completeness reporting
	Automatic Annunciation Management
	Annunciation system management by route including versioning
	Support for LED, multimedia and audio content
	Minimum announcement types and trigger rules to be supported
	SPA (Special Announcement)
	RWD (Route Welcome Display)
	RWA (Route Welcome Announcement)
	NSA (Next Stop Announcement)
	LBA (Location Based Announcement)
	GSA (General Stop Announcement)
	BGA (Background Announcement)
	TSD (This Stop Display)
	ERA (End Route Announcement)
	OPA (Operator/Driver Manual Announcement)
	Custom Message - dispatcher generated real-time custom audio or text message
6	ETA engine
	AVL must support ETA engine with configurable ETA accuracy audit options
	AVL must provide daily ETA accuracy audit report by all elements (network, route & stop) for accuracy ranges including number of predictions generated in range
	ETA engine must support dissemination services for real time traffic information exchange based on industry standards (SIRI, GTFS etc..)
7	Device Management
	Device health monitoring – All active devices supplied as a part of the AVL System shall have self-diagnostic capabilities which can be initiated from the equipment
	Device alerts and notifications
	Software should be capable of notifying the operator of communication error in case vehicle is not tracked
	Device Operating System, Application and Configuration versioning and over the air upgrades

The proposed system should integrate with scheduling and planning tool to obtain operational network and timetable.

System should support standard web service interface for third party consumers

All active devices supplied as a part of the AVL System shall have self-diagnostic capabilities which can be initiated from the equipment to know and generate the status and health of the equipment.

The OBU Specifications are -

General	
Category	Minimum Value
Processor	Cortex A9, Quad core, 1GHz, ARMv7
RAM	1 GB
Flash	2 GB
OS	Android 4.4.2/Open source
Video	Full HD video (1920x1080) with HW acceleration
External storage	microSD
Wireless communication	UMTS/HSPA+ (900/2100 MHz), GSM (900/1800 MHz) WiFi 802.11 a/b/g/n dual band (2,4/5 GHz)
SIM	Mini SIM card
LAN	1x 10/100/1000 Mbit
USB	1x USB 2.0 Hi-speed
GPS with dead-reckoning (inertial navigation)	72-channel, WAAS, MSAS, A-GPS Tracking sensitivity: -167 dBm Navigation sensitivity: -164 dBm Update rate: 1Hz (configurable to 10 Hz) Time to first fix (cold acquisition): 26 seconds Time to fix (hot acquisition): 1 second Navigation accuracy: 2.0 m CEP Sensor: 3D accelerometer and 3D gyroscope
I/O	6x general purpose I/O
CAN	2.0B K-Line CAN ISO 11898/ISO15765-4 OBD II RS485
Serial	1x RS232/RS485
Audio output	Audio output: Codec driven, AC'97 Audio input: Codec driven In-built mp3/wav/ogg storage/playback function
Accelerometer	3-axis, 14-bit, up to 1.6kHz update rate ±2g/±4g/±8g/±16g dynamically selectable fullscale ±250/±500/±2000 dps

Physical	
Category	Minimum Value
Enclosure rating	IP65

Electrical	
Category	Minimum Value
Input voltage	9V ~ 38V DC
Standby consumption	40 mA @ 24V DC
Operating consumption	250 mA @ 24V DC

Environment	
Category	Minimum Value

Operating temperature	-25 ~ +85°C
Humidity	95%

The Driver Display Unit (DDU) should have following *technical specifications*

- Full IP65 protection: waterproof & dustproof
- LED backlight backed Panels in A+ quality
- All-in-One cable (optional VGA or HDMI)
- Extended voltage range: 8~36V
- 5-Wire resistive touch
- VESA mounting

Audio Announcements:

The central AVLS system should offer functionality of announcements
Bidder should provide high quality voice files for in bus announcement for all the bus stops for announcements on various events/triggers which should be mapped to Stops and Routes in standard format like .ogg

Minimum announcement types and trigger rules to be supported
SPA (Special Announcement)
RWA (Route Welcome Announcement)
NSA (Next Stop Announcement)
LBA (Location Based Announcement)
GSA (General Stop Announcement)
BGA (Background Announcement)
ERA (End Route Announcement)
OPA (Operator/Driver Manual Announcement)
Custom Message - dispatcher generated real-time custom audio or text message

5.6 Passenger Information System

5.6.1 The passenger information system is a very important exponent of intelligent and integrated ITS system and renders a very important consumer facing service. Accurate and timely PIS delivery enables consumer trust on public transport service and also aids modal shift in long term, as the reliability and availability becomes evident to the users.

5.6.2 The passenger information system is an integrated service which utilizes tracking data from vehicles which is centrally processed for the purpose of arrival and departure time estimation. Central PIS system shall deliver ETA/ETD information on schedule or request basis depending on the type of end point application or device. The central PIS delivers ETA / ETD to fixed display devices installed on bus stations at a set frequency or on bus movement basis. The PIS information on buses is driven by local geo location aided controller which has capability to deliver information in visual and audio formats, this controller can also be interrupted by CCC to display or play specific messages dynamically. The PIS to commuters will also be delivered via other electronic means like website, mobile app, SMS or IVRS. This multi-channel commuter interface enables quick access to transport system and ensure citizens see the city transit system as safe and reliable alternative for travel purposes.

5.6.3 The system shall consist of following units to offer users access to real-time information regarding operations of bus transit service and extend ease of information access related to travel needs:

- Display Screen on Bus Stations
- Display Screen on Bus
- Voice announcement system on Bus
- Transit web portal for Bus Schedule &ETA, SMS,
- Mobile App

5.6.4 The PIS display systems at bus stations shall display real-time information of the route and estimated time of arrival using communication system installed within the station (Wired / Wireless) with the central AVLS / PIS Application. The system will have capabilities to clearly indicate the direction and route no of the bus on the display to assist passengers.

5.6.5 The bus display units on the front wind shield and the back window shall display bus route information and the internal display shall display real-time information of the stations bus in terms of route information, next stop etc. via text and voice interface. The voice information system shall also derive information of the next station based on the location information derived from the GPS unit and shall have capabilities of playing pre-recorded voice information in the bus. This system shall also be used to deliver consumer centric outreach information as may be required by the transit agency from time-to-time.

5.6.6 The Authority web portal shall enable passengers to get information about the bus schedules on various routes operated by Authority and shall also have facility to deliver ETA based on the real-time data from central PIS system. PIS shall also be made available to users via mobile apps, SMS and IVRS.

5.6.7 A call center shall be maintained by the service provider on behalf of Authority for passengers to call into for information on bus routes and schedules as well as for any issues related to transit service. Call center shall be able to log in complaints through call center executive or IVR.

PIS Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	
	Station PIS				
1	Display of PIS in a display unit at bus station shall be configurable based on bus station and platform. Single unit should display services of more than one platform.				
2	Information Display units will be supplied and mounted appropriately, configured and commissioned by the vendor.				
3	PIS information shall be displayed in Hindi and English alternatively (single or multiple language shall be configurable).				
4	At all these bus stations, display units will receive/display transmitted contents from the central system through a gateway or mention other suitable means in the technical architecture.				

PIS Features Compliance					
5	Display systems needs to support full colour display for streaming advertisements, Digital display of text, images and video on LED screens.				
6	Displayed messages must be readable in high bright, day light.				
7	Display system in addition to the display of information for PIS shall be capable of displaying advertisements and multimedia content at the bus stops and may need to alternate between Passenger information and Advertisements.				
8	The frequency and period of information display on PIS display shall be configurable from central location for advertisements and other transit information.				
9	Display shall provide for modular configurable layout enabling parallel display of content on different areas of the screen – Real time Transit information (Routes, ETA, Type of service, Fare, Time/Date).				
10	All displays for PIS will have a configurable refresh rate with minimum of 10 seconds.				
11	Display units shall be mounted on a rugged enclosure to withstand harsh environmental conditions with reasonable physical security.				
12	Display will be located at a convenient height to have a clear view of the message of next arrival bus.				
13	Fitment provision will have to be provided in the Bus stations. The power supply shall be made available by Authority.				
14	The LED board shall be installed in such a way it is vandal proof as far as possible.				
	On Bus PIS - Front PIS				
1	Passenger information system on bus shall function as an independent system and shall not be directly dependent on the CCS. They shall receive display information from the onboard GPS vehicle control module based on stored memory on the bus.				

5.6.8 PIS on bus

Passenger information system on bus shall function as an independent system and shall not be directly dependent on the CCS. They shall receive display information and voice announcement commands from the on-board GPS vehicle control module based on stored memory on the bus.

○ **Voice Announcement system on Bus**

The Voice PIS must play clearly audible pre-recorded voice announcements informing passengers of next bus station on route. The voice PIS shall interface with the on-bus GPS module to gather location information and making the appropriate next station announcement.

○ **Web Portal for Bus Schedule &ETA**

AUTHORITY's web portal shall extend capabilities to passengers to download route information, route schedule and real-time ETA from the web portal. This information must be accessible using WAP enabled mobile phones also. The portal shall have facilities for pass application, card top-up using credit/debit cards. Etc.

○ The service provider shall also be required to develop mobile App for iOS, Android, Windows mobile devices to enable commuter to use the same for the purpose of travel information relating to service which may include, route planning, ETA, Offers, Fare and route tables etc.

○ The portal will act as a single **source** of information with regards to transportation system in Authority city and hence shall have all possible interfaces like logging complaints, viewing transport information, real-time updates, organizational structure, citizen blogs etc.

1. PIS System Requirements
PIS System shall be able to function in integration with SCU/OBU on the Bus
The System will constitute of
i. LED destination Signs i.e. 'Front' and 'Rear' and 'Side' and one 'Inner'
2. Dimensions and Technical Specifications of LED Signs
a) Front & Rear :
Display size minimum 200x900mm, Pitch max H10.5 mm x V 14.1mm
Amber coloured LED, Dominant wave length 591~595nm.
Viewing Angle 120° horizontal, 60° vertical, as per UBS-II.
Multiplexed design with typical LED intensity 950~1150 mCd at 20 ma
Light Weight Structure with toughened glass fixed with UV resistant adhesive in Front
Conformal coated PCBA and ROHS Compliant
In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions
b) Inner:
i. Display size minimum 100x800mm,Pitch max 8x8mm
ii. LED amber dot matrix, viewing angle 45° all around, intensity 40mCd, dominant wave length 591 ~595nm
iii. Light weight structure with poly glass/acrylic/toughened glass
iv. Conformal coated PCBA and ROHS Compliant
v. In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions.
Usability/Functionality/Capability

1. PIS System Requirements
Amber colored, alphanumeric with graphic capability
In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions
Viewing distance
Front, side and rear signs 30 meters minimum, for single line text, in day and night.
Display Characteristics
Fixed, scrolling and flashing mode (with fixed route number, up-to 6 characters, on front, side and rear signs).
Capability to show customized graphics.
display in English, Hindi and Local Language
Capability to show special characters like (, _ — . ! + - * : ?)
Sign should be able to store 'diagnostic trouble codes' (DTC), 'parameters identifiers (PID) and data should be retrievable.
3.Station PIS Specific
They shall display route and estimated arrival time (ETA).
They may also be used to display public service information
They shall display route and estimated arrival time (ETA) and public service information.
The display shall receive encoded information of route and ETA , through Hard wire (standard ports) from Station Server at each bus station communicating with from the AVLS control Centre through the common wired /wireless communication link set up and Station Server at each bus station
Power Supply: 24 Volt DC, supplied through external 230 AC >24 DC Converter

5.7 Vehicle Scheduling and Dispatch System

- 5.7.1 Scheduling/dispatch software shall be used to aid designing and modifying transit routes. It shall also be used to route, schedule, and dispatch vehicles in demand response operations. The application shall combine GIS and AVL to coordinate different transit functions.
- 5.7.2 Combined technologies such as, computer-aided dispatching and AVL shall increase the efficiency of transit operations, enhance safety, improve service. For example, systems integrating automated scheduling and dispatching and AVL enable a dispatcher to know the exact location and status of each bus under control. This real-time information allows the dispatcher to address any problems with service or to respond to any emergency. In addition, automated dispatching software and AVL allows the coordination of services among many separate transportation agencies.
- 5.7.3 It should be capable of dynamic planning and Capable of optimizing 1000s of vehicle movements, the system should be capable of automatic dispatch distribution and transport operations, dynamically rescheduling vehicle and driver assignments based on real-time events.
- 5.7.4 Vehicle scheduling and dispatch system shall be capable of providing schedule adherence reporting, route condition monitoring, emergency / incident interfaces and dynamic scheduling apart for standard functions that would be required to deliver computer aided scheduling and dispatch services from designated operations locations within Authority operations framework.

5.7.5 The application software to be developed shall support multiple bus operators under multiple business models such as PPP, Net Cost, Gross Cost, and hybrid models. Furthermore JCTSL and the operators should have direct access to the system.

5.7.6 This system is expected to lend its functionality not only to transit vehicles but also to other municipal vehicles functioning under engineering and emergency services.

Planning & Scheduling Management Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	
	General requirements				
1	The Bidder shall conduct a detailed study of the existing IT infrastructure and data of JCTSL during the planning stage of the project and propose a migration plan into the new PSD.				
2	The PSD system should be scalable in terms of performance for future increase of users, fleet, crew, depots, etc. The Bidder to provide a project reference of more than 1000 vehicle for planning and scheduling and ERP integration.				
3	The Bidder shall provide required number of PSD licenses for all necessary users and the entire fleet for the entire duration of the Project.				
4	PSD application shall consist of: <ul style="list-style-type: none"> • Planning & Scheduling <ul style="list-style-type: none"> o Network and Route Modelling o Vehicle Scheduling and timetable o Crew Scheduling and Roster • Dispatch and Daily Management <ul style="list-style-type: none"> o Dispatch of Vehicles & Crew o Daily Management of Vehicles and Crew 				
5	PSD to be integrated with AVLS as per the requirements.				
6	PSD related data shall be available for a minimum period of 3 years.				
7	Data should be organized as per JCTLS requirements such as by division, depot, operation, route, schedule, bus type, employee type, employee, bus, etc.				
8	All terminology in the PSD application shall be consistent with the current operational terminology used by JCTSL.				
9	Application shall have ability to have a separate database instances for testing purposes				
10	The PSD software user interface shall have a standard windows user interface look and feel, including standard windows keyboard shortcuts (i.e. CTRL+C, CTRL+V, etc.)				

Planning & Scheduling Management Features Compliance					
11	All its major features shall be available through toolbar icons and all features shall be accessible with dialog boxes.				
12	All data shall only need to be entered once with no retyping of data necessary.				
13	Software shall have versioning and file archiving features.				
14	Application shall have role based access with read and write level access.				
15	Flexibility in access of individual screens of the application shall be provided so that each user shall have different (no access/read/write) privileges.				
16	All components of PSD shall be integrated with other ITS subsystems so that data entry shall be done only once between the subsystems.				
17	The system shall be modular so that improvements in one sub system/component do not make other subsystems/components to fail.				
18	The Bidder shall identify steps to ensure migration to the Bidder's PSD from the current system with least operational challenges for JCTSL.				
19	Ability to produce what-if scenario (simulations of the operations) and compare the Key Performance Indicators (KMs, hours, number of vehicle and crew, commercial/non-commercial ratio, etc.). The planners shall have a decision-making environment to explore all possible scenarios for optimizing the operations. The scenarios shall be stored / archived / applied onto the operations.				
20	Ability to include in the operation plan and daily management the chartered trips.				
21	Ability to produces printouts of crew schedules, duty rosters, route timetables, bus stop timetables etc.				
22	The system shall provide necessary reports, operations monitoring dashboards and MIS environment.				
Network and Route modelling					

Planning & Scheduling Management Features Compliance				
23	The objective of network modelling is to digitalize and maintain the GIS information (stops, depots, routes, distances, etc...) and produce a statistical speed analysis to be applied during vehicle scheduling. Optimization of dead run and route rationalization shall be included in the process.			
24	The bidder shall collect the existing network databases from JCTLS and propose a migration plan.			
25	The solution shall have map-based interface with the option to use Google Map as a background and being compatible with Google Transit.			
26	All GIS objects shall be editable in the map-based interface (stops, stations, depots, distances, paths, etc...).			
27	The solution shall calculate automatically shortest paths based on the road network (with the option to use google map) and calculate automatically the distances.			
28	The solution shall allow the user to change the path automatically based on road network (with the option to use google map) or manually and enter distances manually.			
29	The solution shall provide specific features for managing and optimizing the dead run (non-commercial trip) on the map.			
30	The solution shall provide mapping tools on the map (such as zoom or pan) with the option to select specific objects (stops, routes...). A legend shall indicate the colours / symbols of the objects (each route will have a different colour) and it should be possible to show/hide a set of routes / stops and print the map.			
31	The solution shall have a schematic view of the routes / network.			
32	The solution shall provide statistical module for analysing GPS data from AVLS in order to build a speed / travel model for the entire network.			
33	The speed / travel time model shall be based on type of days and hours of the day for each path / sections (including dead run) of the network. The model shall be further used to produce the timetables and schedules in order to integrate the traffic conditions into the planning process.			

Planning & Scheduling Management Features Compliance					
34	The solution shall provide mouse-based mapping tools for the users to create / edit / suppress the lines and routes.				
35	The solution shall provide facilities to create inbound / outbound routes and deviations in order to perform route rationalization.				
36	The network and route modelling module shall ability to generate following reports, but not limited to: <ul style="list-style-type: none"> • Stops, terminals, stations, depots (GIS points) • Distances, Kilometers, commercial and non commercial (GIS paths) • Lines and Routes statistics • Topological analysis and alerts (in order to detect wrong GIS positions or distances) • Comparison reports (what-if scenarios) 				
Vehicle scheduling and timetables					
37	The objective of vehicle scheduling is to define the schedules / trips of the vehicles based on targeted frequencies depending on routes, types of day and hours of the day and traffic conditions and available resources.				
38	The bidder shall collect the existing timetable databases from JCTLS and propose a migration plan.				
39	The proposed system to allow frequency or number of vehicle approach for producing the vehicle scheduling plan.				
40	For frequency approach, the user shall be able to give as a parameter the targeted frequency depending on the hour of the day for a type of day. The system will calculate the necessary number of vehicles.				
41	For number of vehicle approach, the user shall be able to give the maximum number of vehicles (depending on the hour of the day), the system will calculate the optimum frequency at peak hours.				

Planning & Scheduling Management Features Compliance					
42	The proposed application shall display vehicle scheduling using graphical representation for the selected period (time-vehicle graph), with different colors for each vehicle (stops for Y-scale and time for X-scale). The user shall use the mouse directly on the graph with drag and drop facilities (creating and deleting trips, changing the departure or break times...).				
43	Ability to define types of day (week days, weekends, holidays, festivals, etc.). Each type of day can have different vehicle scheduling and timetables.				
44	System should have ability/edit specify inbound and/or outbound timetable for a specified day type.				
45	Ability to add, edit and copy/duplicate timetables				
46	Ability to link/add trips to the selected timetable.				
47	Ability to export / print timetables and booklet for all stops / directions and apply customized graphical design.				
48	Ability to produce and compare what-if scenarios in order to minimize/maximize kilometers (commercial and non commercial), number of vehicles, crew shifts and hours, extra hours, etc...				
49	System shall have ability to perform parallel scheduling of services such as trunk and feeder system, the schedule of the trunk bus and the feeder bus must be synchronized to the extent possible, to minimize the transfer waiting time for passengers. The system should allow for such synchronization and calculate the trips of schedules of a route/multiple routes				
50	The vehicle scheduling and timetables module shall have ability to provide multiple MIS and reports, but not limited to: <ul style="list-style-type: none"> • Routes and stops statistics • Frequency pattern for a given stop / direction • Commercial and non commercial kilometers • Depot statistics, vehicle utilization • Speed statistics • Comparison reports (what-if scenarios) • Timetables and booklets to be printed for the passengers 				
Crew Scheduling and roster					

Planning & Scheduling Management Features Compliance					
51	The objective of crew scheduling is to optimize the crew allocation to the vehicle services. Key indicators are number of crew, hours (driving and non-driving), extra hours, etc... The crew scheduling also helps in providing crew schedules according to personal preferences and social constraints. The proposed solution shall have automatic and manual features for building a roster grid of crew scheduling to be applied to the different types of day.				
52	The system shall support existing crew rules and regulations of JCTSL.				
53	System shall have ability to create crew schedules considering different shifts parameters such as shift spreads, meal time etc.				
54	System shall have ability to define shift start and end points, break times, etc...				
55	System shall have ability to support minimizing/maximizing crew hours (driving, breaks...), extra hours, total weekly / monthly respecting the rules & regulations.				
56	System should be capable of creating crew schedules for Bus schedules which operate from specific depot / division and transfer crew.				
57	System shall support following reports but not limited to: a) Detailed Crew report for each duty / crew day(s) of the week clearly indicating sign On, Sign Off , Trip details that are to be performed, meal break location, etc.. b) Consolidated Crew report for all duties in a depot for day(s) of the week clearly indicating Sign On, Sign Off , On Carr, OFF Car, Steering time and hours of duty for driver and conductors c) Statistics reports of crew and depot. d) Horizontal Blocks to provide duty wise details of each crew along with the Route number on which they will perform duty				
58	The Bidder shall provide a Crew Rostering Software, already used by Public Transport Operators.				
59	Crew Rostering module shall be able to create group of users based on set of defined parameters.				

Planning & Scheduling Management Features Compliance				
60	The proposed rostering module shall plan and generate the rostering for next one month to one year and till current financial year.			
61	System shall have provisions to easily make changes to the planned roster			
62	System shall have provision to create rosters for user definable day types such as Public Holidays, weekends etc.			
63	System shall have capability to automatically rotate crew as per the user definable parameters			
64	System shall have ability to create groups and types of crew.			
65	System shall have ability to assign crew work/duties based on user defined groups			
66	System should have provision to include non-driving work in the roster			
67	System should have provision to utilise drivers from other Depots			
68	The proposed rostering application shall display or provide rostering using graphical representation for the selected period			
69	The user shall use the mouse directly on the tables with drag and drop facilities (allocating / un-allocating services...).			
70	Schedule master shall have minimum start place, end place, starting and end time of each trip, rest time in between the trips, distance between the start and end place, distance between stops, overnight stay, etc.			
71	The crew scheduling module shall provide following MIS reports, but are not limited to: <ul style="list-style-type: none"> • Crew Reports • Driving and non driving hours • Depot / division reports • Crew Allocation alerts and reports 			
Dispatch and Daily Management				

Planning & Scheduling Management Features Compliance					
72	The objective of the daily dispatch module is to allocate on a daily basis the vehicles and crew to the planned services, depending on maintenance planning for the vehicles and crew holidays or trainings, etc... For each operational day, a type of day shall be applied and physical resources to be allocated. The solution shall have interfaces at the depot for recording the crew operations and store the attendance information (worked and driving hours, absence, etc...).				
73	The proposed solution shall have a vehicle and crew master database with their attributes (type of vehicle, identification, names, etc...).				
74	The proposed solution shall have specific features for preparing the allocation plan for the next days / weeks / months depending on the rules and regulations for the crew.				
75	The proposed solution shall allow change of allocation (vehicle / crew) during the operations at the depot level.				
76	The proposed solution shall record the crew operations of each day (to be further used by other systems for salary calculation or statistics...).				
77	The dispatch module shall provide following MIS reports, but are not limited to: <ul style="list-style-type: none"> • Vehicle and crew allocation plan for specific periods (weeks, months, year...) • Statistics based on vehicle (KMs, maintenance...) and crew (driving and non driving hours, extra hours...) • Depot / division reports • Attendance reports 				

5.8 Development of Mobile application:

5.8.1 The Mobile application will be basically to check availability of nearby public transport. All routes and transport details will be incorporated into the application. Application will provide user available buses at defined location with real time tracking of the bus on the map, expected time of arrival, type of services, fare details for the destination journey and all other necessary information.

5.8.2 Mobile application for IOS, Android and Windows mobile devices:

- The contractor shall develop mobile apps which shall include a mobile application to help passengers to get information about the buses, search and view bus schedules on various routes and deliver ETA based on their real time location.
- System shall show the time table of the buses, fare structure etc.,

- 5.8.3 The Mobile application will provide the services details about Jaipur Transportation Services Ltd., Jaipur Metro
- 5.8.4 The contractor shall integrate the app with Ola RESTful APIs. Users will not have to switch apps to get the Ola convenience. It shall provide at least the following services:
- Ride availability
 - Ride estimate
 - Ride Booking
 - Ride Tracking
 - Ride cancellation
- 5.8.5 The Contractor shall integrate the app with Uber Widget. Users will not have to switch apps to get the Uber convenience. It shall provide at least the following services
- Selecting a service (e.g. uber X , Uber Black, etc.,)
 - Specifying pickup and drop-off locations
 - Viewing time and price estimates
 - Requesting a ride
- 5.8.6 The app shall provide the best route from point customized A or current location to point customized B or current location in both bus and metro system.
- 5.8.7 The app shall count with user experience analytics. At least
- Number of downloads
 - Number of routes searches in total, average per user, average per day, average per day per user
 - If payment system available, payment information
- 5.8.8 JCTSL will own the intellectual property, all exploitation and diffusion rights and source code and documentation of the software developed under the framework of this contract.
- 5.8.9 User can book the ticket online as well and the application will generate one QR code for the ticket which can be verified by the bus conductor. Even pass system also can be integrated into the application. So user needs to carry his/her smartphone during travel.
- 5.8.10 The application should be capable enough which can easily handle the route changes and addition of more routes without changing and settings and customization into the application.

Mobile Application and Web Portal Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	
	Web Portal				
1	Service provider / bidder shall have to develop web pages which shall allow user to download route information, route schedule and real-time ETA.				

Mobile Application and Web Portal Features Compliance				
2	Web Portal shall allow user to plan their journey based on source and destination preferred.			
3	The portal will act as a single source of information with regards to transportation system in Authority city and hence shall have all possible interfaces like logging complaints, viewing transport information, real-time updates, organizational structure, citizen blogs etc.			

5.9 Vehicle Maintenance Software

5.9.1 The maintenance software shall improve:

- a. Incidents management to reduce the time the vehicle is immobilized.
- b. Integral control of the elements of the complete fleet including main security elements such as brakes, direction or wheels.
- c. Integral monitoring of the fueling system of the complete fleet.
- d. Integral control of the maintenance tasks in vehicles.

5.9.2 Technology Recommendations

The software shall be developed for bus fleet maintenance and include the following capacities:

- a. The software shall store the information of the vehicles, at least number, model, series, car plate, kilometres driven, and maintenance information.
- b. The software shall allow to define maintenance tasks, including,
 - o Vehicle and installations
 - o Activities to develop
 - o ID Communication of relevant stakeholders
 - o Materials
 - o Tools
 - o Security documentation
 - o Additional documentation
 - o Synthons, breakdowns and causes
- c. The software shall allow printing the report with the list of vehicles to be attended in a specific installation classifying them by reason of the maintenance.
- d. The software shall allow printing the report with the state of the breakdowns of the vehicles.
- e. The software shall control the Ministry of Transport test of the bus fleet. The Contractor shall introduce the deadlines to pass the test of each vehicle.
- f. The toll shall improve communication between the different work teams, informing in real-time about the loads and work states.
- g. The system shall allow traceability of causes of incidents and operations detecting repetitive failures.
- h. The software shall provide a maintenance planning recommended reducing the number of immobilized vehicles.
- i. Ability to export the report to different formats (PDF, Excel, CSV etc.)

- j. The Contractor shall develop the APIs to provide access to the raw data and all the analytical data.
- k. The Contractor shall provide access to the development manuals with use example to facilitate the use and integration of the API in other municipal services.
- l. The administration toll shall manage the data, profiles and different users (by teams and individuals) with access permission to the data functions.
- m. Friendly environment and versatile with functionalities for:
 - o Personalize screens, queries and parametric reports, export and import data from/to standard format (text, excel, RTF, web, pdf...)
 - o Coding automatic alarms, indicators and user objectives.
- n. The contractor shall provide face to face training of at least 5 hours to the JCTSL operational team. Soft and hard copies of the training guide shall be submitted.
- o. The vehicle maintenance system shall be flexible enough to support maintenance plans of multiple Bus Operators and their Business models (i.e. Net Cost, Gross Cost, Hybrid etc.,). Furthermore, JCTSL and the various Oprators should have direct access to the system from the respective depots.

5.10 Incident Management System

Incident management is the process of managing multi-agency, multi-jurisdictional responses to disruptions. Efficient and coordinated management of incidents reduces their adverse impacts on public safety, traffic conditions, and the local economy. Incident management yields significant benefits through reduced vehicle delays and enhanced safety to motorists through the reduction of incident frequency and improved response and clearance times.

Incident management is a planned effort to use all resources available to reduce the impact of incidents and improve the safety of all involved.

5.10.1 Emergency/Incident management

Emergency/incident Management shall be handled through the AVLS. In general, the strategies for emergency/incident management will be developed at a broader organizational level, and shall involve many stakeholders including the AVL system. The incident management process shall include:

- Detection
- Verification
- Motorist Information
- Response
- Site Management
- Traffic Management
- Clearance

This system would ideally execute following phases:

- Notification phase
- Response phase

- Recovery phase
- Restoration phase

Incident management system is envisaged to be implemented as part of SMART TRANSPORT which shall facilitate communication of activities internally and externally as well.

5.10.2 Emergency/incidents can be clustered in three levels, which have differing levels of response:

- Individual vehicle or location
- Impacting only the public transport services
- Impacting the urban area and utilities, of which public transport is one

5.10.3 Emergency/incidents cover the following scenarios:

- Breakdown of vehicle or collision, requiring technical assistance or replacement
- Collision, illness or other non-criminal incident requiring medical support
- Pre-advised diversion or restriction due to road construction/repairs or other cause
- Unplanned diversion or restriction

Weather-related events and restrictions

Incident Management Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	
	Incident Handling Module				
1	System should be able to facilitate user to define Incident Definition during System configuration. And allow user to redefine it as per the need at any later stage. All incident reports should reflect such user driven Incident definition from the immediate effect.				
2	System should have dedicated Incident handling dashboard to View, Analyse and Handle incidents easily.				
3	System should analytical graphical dashboard to evaluate live and historical incidents (such as Route performance analysis, transporter performance analysis) for pattern analysis and better decision making				
4	System should be able to automatically identify Incident severity and exact location of incident along with all previous incidents of same route or trip				
5	Incident handling mechanism should enable control centre staff member to manage incidents based on Priority & severity or escalate it if needed based on user authorization assigned				
6	System should be able to auto prepare driver score card based on incident reported				

Incident Management Features Compliance					
7	System should be capable enough to auto close incidents based on predefined system configuration				
8	System should be able to prompt all incident alerts on real time basis				
9	System should be able to support at least following incidents;				
10	<ul style="list-style-type: none"> • Fleet Performance <ul style="list-style-type: none"> o Vehicle running with Over Speed o Vehicle Running with Minimum Speed o Vehicle attempting Route Deviation o Vehicle having Unidentified Stoppage o Vehicle having Missed Stoppage o Vehicle having Miss out Trip o Vehicle having Early Trip Start o Vehicle having Delayed Trip Start o Vehicles in state of Bunching / Bundling / Headway o Passenger Overload o Vehicles Out of Coverage Area o Organizational Level wise Poor Operational Regularity o Vehicles having Maintenance Due o Vehicle in Breakdown o Vehicle in Accident / Panic Situation o Driver License Renewal Required 				
11	<ul style="list-style-type: none"> • Equipment Performance <ul style="list-style-type: none"> o GPS/BDC Device not Connected o Low Battery o Shelter PIS Out of order o On board PIS Out of order 				
12	<ul style="list-style-type: none"> • Incidents Recorded by External Entities <ul style="list-style-type: none"> o Damaged Lane o Riots o Blocked Road due to Road side Accident o Blocked Road due to Road side Work in Progress o Excess Passenger Flow due to Event/Festival 				

5.11 MIS

Management Information System is a single window dashboard for higher management. The dashboard is designed considering typical requirement of Decision Support Tool for Higher Management. It can be used as navigation to various reports and other functionalities as well.

The dashboard may be used as one of the best tools available to authorities of Public Transit System for various comparison and Decision Analysis.

System should offer at least following features under MIS module

MIS Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	
1	Ability to capture Operational Performance KPI events as they occur				
2	Ability to analyse Trips v/s Kms v/s Passengers v/s Expenditure				
3	Ability to analyse Route Performance				
4	Ability to analyse Exceptions/Events/Incidents				
5	Ability to capture Fleet & Crew performance and prepare Driver performance scorecard				
6	Ability to capture depot performance				
7	Ability to capture incidents and trigger the training requirements for the crew				
8	Ability to define level of detail from minor to complex as per company or regulatory requirements				
9	MIS Reporting is used to perform day to day monitoring of the ticketing operations and be responsible for generation of MIS reports.				
10	The Back office generates reports automatically at end of day. The Back office collate, format and enable end of day and ad-hoc reports to be printed from the data transmitted by the AFC Devices. Data will be stored in a relational data base structure to permit ad-hoc and detailed log reporting.				
11	MIS reporting should be capable of extracting reports from the day of operations				
12	Details of the parameters of report will be finalized during the design phase.				
13	Below are the minimum number of reports required and all the reports will be finalized during the design phase.				

5.12 Business Intelligence

5.12.1 Management Dashboard

Interactive Visualization

Business Intelligence Features Compliance					
#	Requirement	Compliance			Proposed Module / Feature Details
		No	Partial	Full	

Business Intelligence Features Compliance					
1	Display information in an easy-to-understand format and use intuitive and interactive visualization to enable management users within Authority to quickly navigate, understand, and investigate data elements to make informed decisions.				
2	Allow users to capture and export the current display through electronic reports and in different printer-friendly formats, including, at a minimum, MS-Excel, PDF, and Web formats.				
3	Have a default configuration and landing page for each user or user-group that are editable.				
4	Allow multiple visual elements to be laid out on the same display.				
5	Have the ability to display dashboards and reports using different visual elements including charts, maps, calendars, gauges, images, tables, visual and textual lists, and alerts as follows:· All visual elements shall have editable titles, labels, legends, axes, icons, and colours, where applicable. · Interactive visualization component shall display the overall				
6	Aggregate status of a Authority's KPI with proper color coding (green, yellow, red, or as defined by Authority's preferences). It will allow the user to drilldown and switch between different KPIs (e.g. KPI for average vehicle utilization, average vehicle duration, etc.) · Display clickable contextual information related to the metrics being viewed and allows the user to drilldown on contextual information as required. Charts shall support at least the following chart types: Bar Charts, Histograms, Line Charts, Heat Maps, Pie Charts, Grids, Area Charts, Timeline Charts, Bubble Charts, Radar Charts, Scatter Plots, Doughnut Charts, Pyramid Charts				
7	Maps shall have GIS Maps extension to allow plotting different mark-ups and indications on a map view using base and spatial map layers and allow the user to zoom and pan freely through the map, and be able to present heat map visualizations on GIS map data.				

Business Intelligence Features Compliance				
8	Calendars shall allow the user to intuitively navigate through calendar fields, such as day, month, and year. Calendars shall allow the user to intuitively navigate through calendar fields, such as day, month, and year. Gauges shall have the look and feel of an analog gauge (needle) with configurable level markings (green, yellow, red, or as defined Authority's management preferences) that gives a visual display of the amount, level, and measure of defined KPI Tables shall be able to: Hold a large amount of data. Allow the user to scroll through the data in all directions. Freeze the header columns and rows when the user scrolls. Allow the user to enlarge/decrease the font. Visual and textual lists shall allow the user to scroll through all of the available list items with smooth scrolling. Allow the user to choose the proper visual element required to display the required KPI data and allow the user to easily switch between alternative visual elements.			
9	Have view-management tools, allowing the user to move, reorder, enlarge, shrink, open, and close visual elements with intuitive interaction.			
10	Allow the user to create a new visual element based on the available visual element types and customize an existing visual element with an easy-to-use graphical interface.			
11	Allow the user to save any customization done on a visual element.			
12	Have zero-programming mash up capability that allows the user to configure queries and data visually through drag and drop functionality.			
13	Allow the user to drill down to display increasingly detailed data on various data elements			
14	Allow intuitive visual filtering, focusing, and selection of the displayed data and information.			
15	Automatically update the parameters and filters of the displayed data when the user drills down through visual elements and update the other visual elements accordingly. Also, enable selection of filters through the visual elements and propagate selection to all visual elements in the dashboard.			
16	Allow the user to filter and sort the presented data based on a number of attributes including the time period or on multiple attributes simultaneously.			

Business Intelligence Features Compliance					
17	Allow the user to search through visual elements that display numerous data entries such as tables and lists.				
18	Allow the user to save the current filter and selection parameters.				
19	Understand different types of structured data including numbers, percentages, fractions, general text, coordinates, and objects.				
20	Store the user configuration and customizations information.				
21	Have the ability to mash up different types of data from multiple sources with automatic detection of relationships between the data components and an option to manually define/overwrite relationship.				
22	Run mathematical, statistical, and analytical operations on available data.				
23	Compute trends and projections from data based on available historical data and based on data from external systems to enable informed decision-making.				

5.13 Integrated City Bus Operation Centre

5.13.1 The Bus Transportation Authority intends to use operations applications for monitoring and operating each of the above services. Proposed Solution architecture should have combination of data normalization software and City operation centre software

CCC Features Compliance					
#	Requirement	Compliance			Remarks
		No	Partial	Full	
1	The Central Command System shall implement security systems to manage equipment authentication and administer the control over authority given to administrators of the operating system and others.				
2	Data Storage: Full-function RDBMS to Support complicated data structure will be deployed, multi-user, multiprocessing, large capacity operation, Offer data integration, data recovery and security, Support parallel processing, Provide disk mirroring functions, Authority control shall be independent of that of the operating system and Offer multilevel safety management of database.				
3	A command centre shall be established to monitor the system health and provide support and maintenance services as per the established service level agreement.				

CCC Features Compliance					
4	Central Control Centre shall have center computing infrastructure as well center vehicle monitoring system.				
5	Control center should have following common functions: <ul style="list-style-type: none"> • Monitor and maintain electronic & software systems • Process and organize data • Respond to incident • Prepare for operations • Monitor security activities • Maintain systems and information 				
6	The CCC shall also provide stand-in facilities, in the event of prolonged communication failure with the systems.				
7	The CCC shall be protected by appropriate fire walls from external access and outside world connections. The data transferred from the field to the CCC shall include, as minimum, information such as usage of various equipment.				
8	A hierarchical access control system shall be incorporated across the system to ensure that persons can only gain access to the information or facilities that are relevant and authorized to their specific job.				
9	The CCC shall process data in real time and schedule basis based on the process requirements from all the equipment through an online connected compute infrastructure to enable service delivery functions, service control and management, compliances and planning purposes.				
10	The CCC shall be designed for autonomous operation of the various components of the AFCS & other payment services to ensure that a failure in any one component of the system shall not disrupt the system as a whole.				
11	The system should additionally provide ad-hoc query based interface for the analysts to perform complex analysis. The system should provide functions to create new analysis / reports based on the user needs and same shall become part of the user report bin.				
12	The Central Control System shall generate the necessary management reports from all operational information received from the field equipment's.				
13	All critical alarms shall be transmitted to the CCC in real time.				
14	The CCC shall be capable of checking and handling exception, missing, duplicate, delayed and fabricated data. For all such work to be done, appropriate manpower should be provided at CCC by bidder.				

CCC Features Compliance				
15	The CCC shall generate specific reports automatically at end of day. The CCC shall collate, format and enable end of day and ad-hoc reports to be printed from the data transmitted by the various operational devices.			

5.13.2 Professional Services Implementation Requirement

All resources provided from **Bidder/System Integrator** and **OEM** shall be their own resources, i.e., resources provided by the OEM should be directly from the OEM and by Bidder should be directly from the Bidder/SI.

As part of the build phase, it is in the best interest of the project, OEM shall be accountable for the configuration and deployment, which should happen as per the high level design provided by the System Integrator. Therefore, the SI should use the OEM to deliver the low level solution design, the device level configurations and acceptance plan. This will ensure that the product & technology supplied by respective OEM work the way it is committed by the SI.

5.13.3 Project Implementation Scope

SI along with the OEM shall be responsible for rolling-out project under the scope of this document with shortlisted bidders & their partners.

5.13.4 Technology planning & Design

The life cycle of the PROJECT will begin with the various planning stages associated with Architect deployment. The OEM must consider many factors such as available bandwidth, resiliency and recovery, quality of service (QoS) and rollout planning and then build an appropriate technology plan.

OEM shall be responsible to plan, design and program manage the complete Implementation for initial period (6 months).

After completion of the technology plan, the technical design of the solution elements will be defined. OEMs Professional Services engineering team shall consult Customer/SI Solutions team to help them meet these goals by preparing the design documentation.

5.13.5 Implementation

Once the design is completed and the required activities have been identified; the physical rollout of product should commence. SI will use trained and highly skilled ecosystem engineering team or integrators to carry out the implementation.

The OEM shall be responsible for Project Management of Complete Implementation phase which includes the following:

- (1) Low Level Design Development
- (2) Solution Implementation Plan Development
- (3) System Acceptance Test Plan Development
- (4) Implementation of Core Setup

The SI shall be responsible for the following:

- (1) Complete Implementation services
- (2) Complete SATP

5.13.6 OEM Services Completion

A final letter it to be submitted by the SI confirming that the complete design has been prepared by the OEM in consultation with the SI and the same has been correctly implemented by the SI. This letter should be jointly signed by the SI as well as the OEM. This is to ensure that OEM Delivery resources participation during Project Phase.

5.13.7 Command and Control Centre Infrastructure

With the rapid change in mobility and consumption models, organizations are facing a huge challenge in terms of service delivery infrastructure. All the smart city services that are in discussion today need a robust and scalable data centre to host applications provide security of data and also ensure ease of manageability and scalability. Although it is almost impossible to predict what these services will look like seven years in the future, we can predict what kinds of attributes these services will have and infer from that the kind of infrastructure that will be needed. Following are what is clearly expected of the state of those services in near future.

- a) All end-user service content will be on-demand
- b) Users will have ubiquitous access to any access network from any device, with the ability to control and personalize services
- c) There will be more and more varied over-the-top services from the cloud
- d) Many of these services will have a short shelf-life
- e) Service "blending"—where two or more services interact under a unified control scheme—will be the norm

With all these changes fast approaching, Cities need a far more flexible infrastructure, one that can handle any type of service change in a rapid and cost-effective manner. One primary way to address these challenges is consolidating and then virtualizing data centre resources. The important points to be considered in designing the Smart City Data Centre would be as below:

- a) A highly scalable network and compute infrastructure
- b) A converged infrastructure for ease of operation, management & reduced cost.
- c) Virtualized infrastructure for compute environment and storage
- d) Highly available network and compute infrastructure
- e) Redundant Data centre infrastructure for business continuity

However this is not included in the scope of the present project. The Command And Control centre will be developed as a separate project. The connectivity from the present project components will be fed to the Command Control Centre. The integrator will design the system in such a fashion a feed can be given to the command and control centre with-out any issue.

For operation of the system the following IT infrastructure is considered and will be made available from DoIT and hence the bidder need not consider the same in his costing.

S.No	DESCRIPTION	QUANTITY	REMARKS
1	Physical/Blade Server in Private Cloud Infrastructure as a Service (IaaS) with 2 processors 12 Core min 2.3GHz Min 30MB Cache/Processors with 128GB RAM and 900 GB SAS STORAGE space per 2Processor servers .This should be having High Availability /Cluster in another physical box in case of failure of any hardware.	7 Nos	The Server can be physical or Vlrtual (total
2	Data Archival Storage 30TB	1 No	Can be from shared Storage
3	Backup facility on tape/hard disk, backup software, network connectivity, firewall, anti-APT, Antivirus, Virtualization platform , Internet Connectivity, Network and Host IPS , data replication facility to DR site, server and network monitor etc to be provided by the common data center infrastructure .	1 set	the DC Infrastructure facilities can be utilized
4	Administrative Shared KVM for Server management in data center	1set	the DC Infrastructure facilities can be utilized

5.13 Performance Indicators for Operations and Maintenance Phase of Five (5) Years

SERVICE AVAILABILITY

- a. UPTIME (PIS, OBU,DDU,LED Board, incident management system, vehicle scheduling and despatch system, emergency and incident management system, business intelligence Availability):

SLA Requirement – Average uptime should be $\geq 97\%$ per site per quarter. Site means 75% of the equipment up.

Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

UPTIME (Data Center Core System Availability):

SLA Requirement – Average uptime should be $\geq 97\%$ per quarter.

Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

THROUGHPUT (Band Width):

SLA Requirement – Average throughput should be $\geq 90\%$ per quarter.

Report Requirement – Average Throughput Report

Calculation Criteria	Amount of penalty
Average Throughput 90% or above	No penalty
Average Throughput between 80% - 90%	1% of the QGR amount
Average Throughput between 70% - 80%	2% of the QGR amount
Average Throughput below 70%	5% of the QGR amount

SLA Manpower Requirements:

The Bidder shall provide following minimum resources for on-site requirement (at outdoor locations as well as at NOC) with no other responsibility to meet out the SLA:

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S. No.	Professional	Minimum resource	Min Qualifications	Job description
1	Team Leader	1	Experience on similar type of ICT based projects, of minimum 3 years	Overall project management and coordination
2	System / Network Administrator	5	Experience on Windows and Linux administration, Virtualization, Storage, Application handling, Backups, etc., of minimum 3 years. Experience on configuration and deployment of Network Switches, Routers, WiFi Controllers & Access Points, Surveillance Cameras, Fire Wall Load Balancer, etc., of minimum 3 years	System Administration and Backup Management; Network & Security Management
3	Technical Support for outdoor location and NOC	4	Experience on configuration and deployment of Network Switches, WiFi Access Points, Surveillance Cameras, etc., of minimum 3 years	Configuration, Troubleshooting and Support.
4	Security personnel for outdoor location	As per site	Matriculation or higher.	Physical protection.

In addition to above professionals, to meet out the SLA, the bidder shall provide professionals / personnel for site as well as at JAIPUR SMART CITY LIMITED NOC.

The System/Network Administrator should be CCNA certified professionals and shall be under the control of JAIPUR SMART CITY LIMITED IT Cell.

If the professionals to be deputed for the project remain absent, a suitable substitute shall immediately be provided. Penalty on non-availability of manpower resources is are:

Type of Professional	Penalty on non-availability of resource
System/Network Administrator	Rs. 1500.00 per resource per absent days

Each day delay will invite a penalty as per RTTP Act.

List of Goods:

The Goods and Related Services are listed below item-wise. Bids on individual items are not permitted. Only Bids for all of the complete Items will be accepted.

Sl. No	Item Description	Units	Qty
1	2	3	4
1	Bus – OBU device	Nos.	400
2	Bus - Driver Display Unit	Nos.	400
3	Passenger Information System LED based with controller (PIS)- At Each Bus Stop	Nos.	250
4	In Bus PIS as per UBS II Specification Front LED with Controller	Nos.	400
5	Access License for each bus per year(for 5 years)	Nos.	1350
6	IP Camera for Bus Stop	Nos.	100
7	Outdoor Wi-Fi Access Point	Nos.	20
8	Access Switch (For Outdoor Access Points)	Nos.	20
9	Vehicle Scheduling & Dispatch System	Nos.	1
10	Incident Management System	Nos.	1
11	Business Intelligence	Nos.	1
12	Web Portal for Bus Schedule &ETA	Nos.	1
13	Mobile Application	Nos.	1
14	Integration with Third Party Applications	Nos.	1
15	Passive components including required accessories etc. for Smart Transport Solution	Nos.	1
16	SIM card for connectivity of GPS & PIS (1+8)	Nos.	260
17	Workstations -Intel Xeon -4 Core with Hyper threading, Intel Boost, 3 TB SATA 7200RPM, NVIDIA NVS510 2GB Graphic card with 16GB DDR4 RAM. 2 nos 1G NIC, 2 nos USB 3.0, 2 Nos DVI/HDMI Should be loaded with latest Microsoft OS version, 1 no 23" IPS LED backlit Full HD Monitor,	Nos.	6
18	24 Port 1 Gbps L2 Switch (Cisco/HP/DELL/Extreme)for workstation connectivity, with 2nos 1/10G Uplink with SFP module for DC connectivity	Nos.	2
19	UPS 10 KVA Modular with 30mins VRLS Battery backup	1set	1
20	Antivirus Software for workstations	Nos.	6
21	Internet connectivity through Data center	1	1
22	Power and data cabling	1set	1
23	Wifi access points	Nos.	1
24	A3 Size Color printers /scanners	Nos.	1
25	Telephone Instruments	Nos.	2
26	Installation , cabling etc	LS	1
	Sub Total		
27	O & M Cost @ per annum for 5 years		
	Grand Total		

Delivery and Completion Schedule

The delivery period shall start as of the date of signing the agreement after submission of Performance Security duly approved by the Employer.

S.No	Equipment/Item	Delivery Schedule
1	Supply of all Equipment/ instruments	Within Six (06) months from signing of the Contract Agreement
2	Installation of the systems	Within Eleven (11) months from signing of the Contract Agreement
3	Commissioning of the system	Within Twelve (12) months from signing of the Contract Agreement
4	Operation of the facility	For a duration of 5 (Five) years after issuance of the Completion Certificate after proper Commissioning of the system

Technical Specifications

AVLS Hardware

OBU (On Board Unit)

Sr No	Minimum Requirement
1	The OBU shall operate from vehicle battery power but shall preserve battery life by tying its operation and that of the other on-board equipment being installed under this contract to the bus ignition switch.
2	The OBU shall have an independent battery of its own to power it for at least 10 hours continuously which shall be recharged through the bus battery always.
3	The OBU shall be an on-board computer that is aesthetically pleasing as per the purchaser.
4	the OBU firmware shall automatically be initiated when the vehicle ignition is turned on.
5	The vehicle system shall initiate its shutdown sequence after a configurable amount of time has passed since the vehicle ignition was turned off.
6	The OBU shall store as on-board data for each trip the locations (as geographical areas) at which Automatic Stop Announcements (ASA) and Transit Signal Priority (TSP) requests shall be generated.
7	The OBU shall also store the block definitions (sequences of routes/ trips comprising each vehicle shift).
8	The OBU shall be able to automatically pull the route information from the central system server depending on the operations schedule associated with a particular bus.
9	The OBU shall store next stop announcement voice files of all the schedules/routes run by client
10	The following input parameters and requests from the central system shall be supported by the vehicle system while the vehicle is in service: a. Update current block; b. Update current route/ trip; and c. Set period between location reports.
11	The OBU shall include communications methods to enable manually controlled upload of stored data and configuration update (e.g., mobile computing device connected locally via serial port).
12	In the event of a loss of on-board vehicle power, the stored data inside the OBU shall not be lost; even if the loss of on-board vehicle power is indefinite.
13	The OBU shall be equipped with a battery that maintains the system time for more than five years in the case of power loss.
14	The OBU firmware shall be able to restart the device in response to a command from the central system received over the cellular data link or in response to an externally accessible restart button on the OBU being manually depressed.
15	The GPS receiver shall be integrated with the OBU and shall be used to sample position, velocity, and heading at least once per second.
16	The GPS receiver shall provide position accuracy within three meters, 95 percent of the time and within 10 meters 99 percent of the time.
17	The GPS receiver shall have a cold start solution time of two minutes or less and a reacquisition time of fifteen seconds or less.
18	The GPS receiver shall include multi-path rejection capabilities to help eliminate spurious signals caused by reflections of buildings or other structures.

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Sr No	Minimum Requirement
19	The OBU shall send the current location report as determined by the GPS receiver over the commercial carrier network to the Central System, at an interval specified by the purchaser. The purchaser shall be able to choose a location report interval between a minimum of 3 seconds and a maximum of at least 2 minutes.
20	The OBU shall detect if the vehicle stops for more than 5 second (configurable) at a location other than a station or a traffic signal or any other pre-defined location and send a time stamped report of this occurrence to the central system. If this occurs when the vehicle is not in cellular data coverage, this report shall be sent as soon as cellular coverage is acquired.
21	In case of reported vehicular stoppage, the interface shall be able to allow the reasons for such delay and exclude such delays due to unforeseen conditions to be excluded by impacting the penalties of the bus operator. However such exclusions shall be possible only to be included by the purchaser.
22	The OBU shall have in-built cellular data modem and external cellular data antenna (both 3G compatible).
23	The OBU shall have sufficient data capacity for performing all the required system functionality.
24	The OBU shall have inbuilt microphone and speaker that shall allow for two-way voice communication.
25	The OBU shall have a hardware SOS button to communicate in case of any emergency. In addition the type of emergency option shall be selectable from the screen.
26	The OBU shall have a LCD monitor that shall show various operational details of the bus including schedule, route, trip, current location, next stop, distance to stop, time to stop, network signal strength, etc.
27	The minimum size of LCD monitor shall be as per Ministry of Urban Development (MoUD) UBS II specifications which is 5.7 inch diagonal.
28	The LCD screen shall show the current bus location with respect to scheduled location, graphically and in text.
29	The LCD screen details shall be understandable to the AICTSL drivers. The text shall be available in Hindi or in simple enough graphical form that the drivers can comprehend it with minimal training.
30	The screen shall have day-time and night-time GUI screens to ensure glare does not impact night driving.
31	The OBU shall withstand the environmental and working conditions found in buses These require: I. IP65 rating II. Operating Temperature from 0 to +55 degrees centigrade III. Storage Temperature from -5 to +70 degrees centigrade IV. Thermal cycling of 5 degrees centigrade/ minute V. OBU to be compliant to ISO 16750-3 for vibration and free fall/ drop VI. OBU to be compliant to IEC 60068-2-27 for Shock VII. Humidity of 100% RH
32	The Bidder shall facilitate installation and integration of the on-board unit with the TSP equipment that shall be procured in the future on each bus.
33	The TSP emitter shall be supplied under a separate contract later but it shall interface with the OBU, all in accordance with instructions provided by the purchaser.

In Bus PIS Display

Sr No	Minimum Requirements
	Front Display
1	Display size minimum 200x900mm, Pitch max H10.5 mm x V 14.1mm
2	Amber colored LED, Dominant wave length 591~595nm.
3	Viewing Angle 120° horizontal, 80° vertical
4	UV resistant diffused lens 4mm (minimum)
5	Non-multiplexed (constant drive circuit) system with typical LED intensity 400~700 mCd at If =20mA
6	Light Weight Structure with toughened glass fixed with UV resistant adhesive in Front
7	Conformal coated PCBA and ROHS Compliant
8	In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions

Station PIS Display

Sr No	Parameter	Minimum requirement
1	Minimum and Maximum viewing distance and angle of viewing	Viewing distance 2- 30 meters Minimum 120°V – 60°H
2	Size of Display characters	Min 3" (bus stops)
3	Resolution in terms of number of pixels (X by Y) and pitch between pixels for the display character	Resolution in terms of number of pixels (X by Y) and pitch between pixels for the display character: Minimum of 120 x 48 pixels with a pitch of max 10 mm per character
	Length of the message for a particular route; information that needs to be displayed in English & Hindi	a) Route No.: The vehicle Route Identity b) Vehicle No.: The Vehicle Identity of the bus c) Time: Estimated Time of Arrival of the bus at the given bus Stop d) Destination: End point of the Trip e) Via – en-route information f) line of text 4 line English & 4 line Hindi
5	Intensity of display	Minimum of 3000 candelas (luminous intensity) or (informally called Nits) / sq. Meter assuming that no display board would be installing directly under the sunlight. If necessary to place directly under sunlight, this would go up to at least 5000 candelas / sq meter (costs will increase steeply)
6	Width & Length of Display	Minimum 950 x 380 mm (L X W)
7	Capability for self check remote configuration	Configuring Real time clock, assessing the status of LED in a display remotely, storage capacity to handle for instance
8	Frequency of update	To adjust as per ITMS server configuration 5sec to 60 sec
9	Display colour	Multi-colour day light readable Minimum 5 Colours

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Sr No	Parameter	Minimum requirement
10	Auto Brightness	Adjust brightness of display as per environment condition
11	Update of display	Real time
12	Communication Protocol between the display unit and the central server	a) GPRS b) Autoreset of GPRS modem when network is not available or server not responding c) PIS configuration through SMS
13	Controller & antenna	Built –in
14	Environmental specifications	(a) Temperature: 0 to +55 deg C
15		(b) Thermal cycling: 5 Deg C/mt
16		(c) Sealing: IP 65
17		(d) Humidity: 90% RH
18	Minimum life of the display system	Minimum life of the display system: 50,000 hours
19	Power supply	230V AC 50Hz with overvoltage auto-resettable protection
20	Data format	ITMS server compatibility
21	Display format	Fixed, Scrolling & Blinking

SECTION VI : GENERAL CONDITION OF CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

1. Definitions: For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) Contract means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) Contract Documents means the documents listed in the Agreement, including any amendments thereto.
- c) Contract Price means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) Day means a calendar day.
- e) Delivery means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) Completion means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) Purchaser means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) Supplier/ Successful or Selected bidder means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) The Site, where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

- 2. Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful / selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Eligible Goods and Related Services

- a) For purposes of this Clause, the term goods includes commodities, raw material, machinery, equipment, and industrial plants; and related services includes services

such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

- b) The OEM / Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c) The OEM / Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause Eligible goods and related services.

6. Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term in writing means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

8. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and hardware that is likely to be declared as End of Sale in next 12 months and End of Service / Support for a period of 24 months from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware. If any of the hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9. Delivery

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply / shipping and other

documents to be furnished by the successful/ selected bidder with invoices are specified in the PCC.

- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install the ordered materials / system as per specifications within the specified delivery / completion period at offices / locations mentioned in the PO / WO.
- d) Shifting the place of delivery: The user will be free to shift the place of delivery within the same city / town / district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10. Supplier's/ Selected Bidder's Responsibilities: The Supplier / Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

11. Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier / Selected Bidder in complying with such requirements in a timely and expeditious manner.

12. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13. Terms of Payment

The Supplier's request for shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 9 and upon fulfilment of all the obligations stipulated in the Contract.

14. Performance Security

- 14.1** The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 14.2** The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 14.3** The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser
- 14.4** The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

15. Taxes & Duties

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government Treasury in proper revenue receipt head of account.
- c) For goods supplied from outside India, the successful / selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d) For goods supplied from within India, the successful / selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- e) Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

- 16. Copyright:** The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier / Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier / Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. Specifications and Standards

17.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- 17.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32

18. Warranty

- 18.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials
- 18.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination
- 18.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 18.4. The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.

The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract

19. Patent Indemnity

19.1. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 22, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

19.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 22, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

19.3. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

20. Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid
- c) Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- d) Subcontracts shall comply with the provisions of bidding document and/ or contract.

21. Packing and Documents

- a) The Supplier / Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

22. Insurance

- a) The Goods supplied under the Contract shall be fully insured, as mentioned in SCC (Special Conditions of Contract), against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

23. Transportation

- a) The supplier / selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's / selected bidder's bill.

24. Inspection

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's / selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.

25. Inspection / Testing charges: Inspection / Testing charges (for engaging third party if any) shall be borne by the supplier/ bidder/ selected bidder.

26. Rejection

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles / goods shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

27. Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause Force Majeure, if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause Termination.
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier / selected bidder.

- d) The supplier / selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorated progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - e) The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - f) Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - (i) When delay has occurred due to delay by JAIPUR SMART CITY LIMITED in performing any of the duties to be performed by them as mentioned in the Chapter titled Scope of Work, Deliverables and Timelines.
 - (ii) When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by JAIPUR SMART CITY LIMITED as per terms of the contract.
 - g) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - h) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - i) If JAIPUR SMART CITY LIMITED is in need of the good and / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- 28. Liquidated Damages/Penalty for delay:** In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis for each milestone, shall be made on the basis of following percentages of value of goods and/or service which the supplier / selected bidder has failed to supply or complete for the individual milestone as in the RFP : -

No	Condition	LD %
A	Delay period up to one fourth period of the prescribed delivery & completion of work	2.50%
B	Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of work	5%
C	Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of work	7.50%
D	Delay exceeding three fourth of the prescribed delivery period & completion of work	10%

- a. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- b. The maximum amount of liquidated damages shall be 10% for the individual milestone
- c. The percentage refers to the payment due for the associated milestone.
- d. The LD shall be levied if delay is attributable to the Bidder only.

29. Risk & Cost: If successful bidder fails to complete the milestone(s) the same will be got executed by another participated firm and the expenses incurred in this account will be charged by the bidder.

30. Price Fall Clause: The prices under a rate contract shall be subject to price fall clause of Act.

31. Limitation of Liability: Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier / selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier / selected bidder to indemnify the Purchaser with respect to patent infringement.

32. Change in Laws & Regulations: Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

33. Force Majeure

- a) The supplier / selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the supplier / selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier / selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the JAIPUR SMART CITY LIMITED in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JAIPUR SMART CITY LIMITED, the supplier / selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the JAIPUR SMART CITY LIMITED, the JAIPUR SMART CITY LIMITED may take the case with the supplier / selected bidder on similar lines.

34. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier / selected bidder through Notice in accordance with clause Notices above, to make changes within the general scope of the Contract in any one or more of the following: -
 - drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - the method of shipment or packing;

- the place of delivery; and
 - the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier / selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's / selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier / selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier / selected bidder for similar services.

35. Termination

a) Termination for Default

The tender sanctioning authority of JAIPUR SMART CITY LIMITED may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

- i. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JAIPUR SMART CITY LIMITED; or
- ii. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- iv. If the supplier/ selected bidder commits breach of any condition of the contract.

If JAIPUR SMART CITY LIMITED terminates the contract in whole or in part, full amount of PSD shall stand forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

- b) **Termination for Insolvency:** JAIPUR SMART CITY LIMITED may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier / selected bidder, if the supplier / selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier /

selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JAIPUR SMART CITY LIMITED.

c) Termination for Convenience

JAIPUR SMART CITY LIMITED, by a written notice of at least 30 days sent to the supplier / selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier / selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Depending on merits of the case the supplier / selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- i. To have any portion completed and delivered at the Contract terms and prices; and/or
- ii. To cancel the remainder and pay to the supplier / selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

36. Settlement of Disputes

- a) **General:** If any dispute arises between the supplier / selected bidder and JAIPUR SMART CITY LIMITED during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.

Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by JAIPUR SMART CITY LIMITED for decision.

Procedure for reference to the Standing Committee: The supplier /selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the JAIPUR SMART CITY LIMITED's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and JAIPUR SMART CITY LIMITED. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by JAIPUR SMART CITY LIMITED.

Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of dispute.

Section 7: Special Conditions of Contract

9. a) The details

of supply / shipping and other documents to be furnished by the successful/ selected bidder with invoices are:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- (a) Five copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) Manufacturer's or Supplier's warranty certificate;
- (d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The Purchaser, shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

12. b) No Price Adjustment is permissible.

13. Payment of the contract price shall be made in the following manner:

Schedule 1: For Goods and Services in the Implementation Phase

- a. **On Receipt at site:** The Purchaser shall pay the Supplier **Seventy (70) percent** of the **Price Bid**, of the Goods and Services in the Implementation Phase (ONLY), upon receipt of the goods at site and submission of documents specified in SCC Clause 9a).
- b. **After acceptable Commissioning of the goods: Thirty (30) percent** of the **Price Bid** of Goods and Services in the Implementation Phase (Only) shall be paid within twenty-eighty (28) days of acceptable commissioning of the Goods and submission of a claim supported by the acceptance certificate issued by the Purchaser.

Schedule 2: For O&M Services (After Commissioning)

- a) **On Regular basis:** The Supplier will raise Invoices on a monthly basis for Operation and Maintenance Services (for Five years) and the Purchaser shall pay **Ninety (90) percent** of the value of the Invoices raised per month, upon submission of a claim supported by the acceptance certificate issued by the Purchaser and/or its Authorised Representative/s.
- b) **On Completion:** The Purchaser shall pay the Supplier balance **Ten (10) percent** of the Contract Price of Operation and Maintenance Services, upon completion to the satisfaction of Purchaser and/or its Authorised Representative/s and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.

NOTE: Two (2) separate Completion/Acceptance Certificates each for Goods and Services (Till Commissioning) and O&M Services will be issued by Purchaser.

14.1 The subject contract will entail the bidder to submit Two separate Performance Securities, one for Supply, installation, commissioning of the system and the other for Operation and Maintenance of the system for Five (5) years. The Implementation phase and O&M phase Performance Securities will amount to 10% of the Agreement price for the corresponding phases.

18.3 The warranty of all items of Goods, will remain valid for **Thirty-Six (36)** months after the Goods, or any portion thereof as the case may be, have been delivered to, accepted at the final destination and commissioned as part of the Smart Passenger Information System

20. Under this contract Sub-Contracting is not allowed by the successful bidder(s).

22. a) the Supplier must insure the Goods in an amount equal to 110 percent of the price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.”

b) Separate insurance coverage during the O& M phase will be applicable, for; (a) for the Works, Plant and Materials; (b) for loss or damages to equipment; (c) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract; (d) for personal injury or death; (i) of the Contractor’s employees; (ii) of other people and any other items as per rules / statutes of Government of Rajasthan.

27. Project/Contract Period: The successful Bidder is expected to carry out all groundwork before the start of the services as directed by the Nodal Officer of this project. Initially the contract period shall be as per delivery schedule mentioned in the bidding

document. The contract period can be extended on mutual consent on approved rates as per Act.

28. A) Penalty for : Manpower

a) If the professionals to be deputed for the project remain absent, a suitable substitute shall immediately be provided. Penalty on non-availability of manpower resources will be deducted as given below :-

Type of Professional	Penalty on non-availability of resource
System/Network Administrator	Rs. 1500.00 per resource per absent days

b) The deduction will be made against the absence of manpower and will be deducted from the QGR.

B) Penalty in Operation and Maintenance Phase for noncompliance to performance standards

SERVICE AVAILABILITY

a. UPTIME (PIS, Mobile and web application, Vehicle scheduling and dispatch system, Vehicle Maintenance, Incident Management System Availability):

- a. SLA Requirement – Average uptime should be $\geq 97\%$ per site per quarter. Site means 75% of the equipment up.
- b. Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

b. UPTIME (Data Centre Core System Availability):

- a. SLA Requirement – Average uptime should be $\geq 97\%$ per quarter.
- b. Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

c. THROUGHPUT (Band Width):

- a. SLA Requirement – Average throughput should be $\geq 90\%$ per quarter.
- b. Report Requirement – Average Throughput Report

Calculation Criteria	Amount of penalty
Average Throughput 90% or above	No penalty
Average Throughput between 80% 90%	1% of the QGR amount
Average Throughput between 70% - 80%	2% of the QGR amount
Average Throughput below 70%	5% of the QGR amount

Add the following clauses

36 Dispute Resolution in a Construction Contract

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

36.1 Dispute Resolution Board (DRB)

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will

also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainer-ship fee, daily fee for travel & site visits, out-of-pocket expenses); manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.

- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organization (Chairman, etc.) concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organization concerned and should be experienced in the type of construction actually involved and/ or finance and accounts and/ or contractual documents. **They should be persons of repute and integrity.**
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be tried to be settled amicably. If the dispute still remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in

an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days (or as otherwise approved), within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

36.2 Arbitration

- (a) Any dispute in respect of which the recommendations (if any) of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof.
- (b) The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organization (Chairman, etc.) concerned in other cases.
- (c) The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute.
- (d) Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- (e) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

36.3 Language

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract/ English.

36.4 Terms and conditions for engagement of DRB Member and Chairman

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract (the Contractor/ Consultant) shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts the fee structure may be included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.

37. Delivery and Start of Services: The successful Bidder will start the services as per the date mentioned in the Award of Contract (AoC)/Work Order which will also be treated as the start of project date.

38. Manpower

- a. The operational manpower, as detailed in Section V, Schedule of Supply of this bidding document, will work under the guidance of Nodal Officer, JAIPUR SMART CITY LIMITED.
- b. The successful bidder will submit the list of professional manpower designated to work in this project, along with their CVs to the Nodal Officer, JAIPUR SMART CITY LIMITED.
- c. The professionals in the team, will be entitled for Government Holidays. However, their services will be provided even on Government Holidays, if deemed required by the Nodal Officer, without any extra cost.
- d. In case there is a need to replace an existing member of the professional team, as requested by the Nodal officer, the bidder will replace the same within 7 days.
- e. If the bidder and /or his employees are found to be directly or indirectly involved in any unwanted activities, his services would be discounted / terminated.
- f. The legal bidding as per the industries dispute act. Payment of wages act, contract labour Act., and others pertaining to Civil/Criminal legislation, Medical claim if any, are

the obligations of the bidder. The JAIPUR SMART CITY LIMITED would have no responsibility for the same.

- g. It is the responsibility of the bidder to provide payments, and other facilities as per the nominal wages in accordance with the law. All issues pertaining to the same would be dealt with by the bidder. The JAIPUR SMART CITY LIMITED would have no role in this.
- h. The State insurance, Provident Fund, Pension Gratuity, leaves, wages etc. as applicable, would have to be provided by the bidder and he would also be accountable for the employees. If for any reason, legal proceeding is undertaken against any employee, the bidder shall bear the responsibility. The JAIPUR SMART CITY LIMITED would not represent the same.
- i. JAIPUR SMART CITY LIMITED shall not have any liability/pay compensation towards any injury/ accident to the firm's employee while carrying out the maintenance/repair work under this contract.
- c) The bidder should also ascertain that as per contract the employees would not from any group/union etc. and would also not participate in such nor represent the same. If such incidence comes under the notice of the JAIPUR SMART CITY LIMITED, it would terminate the contract.

39. If the bidder does not have a Category B, ISP license or higher, then the bidder needs to tie up with at least one such ISP to provide Internet bandwidth. Both the Bidder and the ISP shall form a consortium/JV and should declare the Prime Bidder / Lead Bidder clearly at the time of bidding. In such case, a tripartite agreement shall be executed between JSCL/ISP partner/Bidder. And the payment shall be made directly to ISP provider by JSCL on behalf of the Bidder

SECTION VIII: CONTRACT FORMS

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1. Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Procuring Entity]

No.

Dated

To: *[name and address of the Contractor]*

Subject: *[Notification of Award for the Works]*

This is to notify you that your Bid dated *[date]* for execution of the ..
..... *[name of the contract and identification number, as given in the
Contract Data]* for the Accepted Contract Amount of the equivalent
of *[.amount in numbers and words and name of currency]*
....., as corrected and modified in negotiations and in accordance with the
Instructions to Bidders has been accepted by *[designation of the Procuring
Entity]* The date of commencement and completion of the
Works shall be:

.....

You are requested to furnish the Performance Security/ Performance Security
Declaration within Days in the form given in the Contract Forms for the
same for an amount equivalent to Rupees within days of
notification of the award valid up to 60 days after the date of expiry of Defects
Liability Period and maintenance period, if applicable, and sign the Contract,
failing which action as stated in sub-section 2 of section 42 of the Rajasthan
Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall
be taken.

Authorized Signature:

Name and Title of Signatory: Chief Executive Officer, JSCL, Jaipur.

Designation:

2. Contract Agreement.

Contract Agreement

THIS AGREEMENT made theday of,, between the Government of Rajasthan, [**Jaipur Smart City Limited**]. (hereinafter “the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and [**name of the Contractor**](hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as [**name of the Contract**]should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----(For Jaipur Smart City Limited)

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance;
 - b) the Bid of the Contractor as accepted along with the correspondence done on it, if any;
 - c) the Special Conditions of Contract/ Contract Data;
 - d) the General Conditions of Contract;
 - e) the Specifications;
 - f) the Drawings; and
 - g) the Instructions to Bidders and Notice Inviting Bids.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of 5 years in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein

(and,if applicable, maintain the Works for a period of five years, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by

Signed by.....

for and on behalf of the Governor/ Palika Entity

for and on behalf the Contractor

(Chief Executive Officer, JSCL)

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,
Address, Date

3. Performance Security

Performance Security

..... **[Bank's Name, and Address of Issuing Branch or Office]**

Beneficiary: **[Name and Address of Procuring Entity (Chief Executive Officer, Jaipur Smart City Limited)]**

Date:

Performance Guarantee No.:

We have been informed that **[name of the Contractor]** (hereinafter called "the Contractor") has entered into Contract No. **[reference number of the Contract]**. dated with you, for the execution of **[name of contract and brief description of Works]** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we **[name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* **[amount in figures]** (.Rupees.....
. **[amount in words]**) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Authorised Signature(s)

**** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract***

***** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.***

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

4. Performance Security Declaration

Form of Performance Security Declaration

Date: _____ ***[insertdate (as day, month and year)]***

Contract Name and No.: _____ ***[insert name and number of Contract]***

To: _____ ***[insert Designation and complete address of Procuring Entity]***

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for _____ ***[insert name of subject matter of procurement]***.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ ***[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare Bidder in eligible to be awarded a Contract if the performance Security Declaration is to be executed]*** starting on the date that we receive a notification from you, the _____ ***[Designation of the Procuring Entity]*** that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[insert complete name and address of the Bidder]

Dated on _____ day of _____, _____ ***[insert date of signing]***

Corporate Seal _____

5. Contract Agreement Works

THIS AGREEMENT made this.....day of.....2017., between Government of Rajasthan, represented by the Chief Executive Officer, JSCL (Jaipur Smart City Limited) JMC Building, Pt Deendayal Upadhyay Bhawan LalKothi, Tonk Road, Jaipur-302016, Phone No:0141-2741346/2741347, E-Mail ID: jscljaipur@gmail.com (hereinafter “the Employer”), of the one part and M/S (hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as Work 1: Development of Integrated Transit Management System, Jaipur should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein for three years and thereafter O & M of assets created under this contract for 5 years in conformity with the provisions of the contract in all respect.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) Notice to Proceed
 - b) the Letter of Acceptance;
 - c) the Bid
 - d) the Addenda and Corrigendum
 - e) the Special Conditions
 - f) the General Conditions
 - g) the Specifications;
 - h) the Drawings;
 - i) Instructions to Bidders and Notice Inviting Bids
 - j) the Priced Bill of Quantities and
 - k) The Schedule of Supplementary information,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the

Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by

Signed by

Chief Executive Officer
Jaipur Smart City Limited
for and on behalf of the Employer

for and on behalf the Contractor

Witness, Name, Signature, Address
Signed by

Witness, Name, Signature, Address
Signed by

Annexure A: Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

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

Conflict of interest:

The Bidder participating in a bidding process must not have a conflict of interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with palpable laws and regulations.

- i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid; or
 - g. The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Tenderer
With seal

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ----- for procurement of -----
----- in response to their Notice inviting Bids No. ----- Dated -----
-----I/we hereby declare under section 7 of Rajasthan Transparency in public
procuring Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receiver shop, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have , and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

Date:

signature of bidder

Place:

Name

Designation:

Address:

Signature of Tenderer
With seal

Annexure C : Grievance Redressal during Procurement Process

The designation and address of First Appellate Authority is -----

The designation and address of second Appellate Authority is -----

-

1. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as

specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be. Clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring Entity Evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

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

4. Appeal not to lie in certain cases

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

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

5. Form of Appeal

a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Signature of Tenderer
With seal

c) Every appeal may be presented to first Appellate Authority or second Appellate Authority, as the case may be, in person or through registered post or

authorised representative.

6. Fee for filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non –refundable.
- b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a scheduled Bank in India payable in the name of appellate Authority concerned.

7. Procedure for disposal of appeal

- a) The First Appellate Authority or second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing , the First Appellate Authority or second Appellate Authority, as the case may be, shall –
 - I. Hear all the parties to appeal present before him; and
 - II. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of
Tenderer
With seal

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

Appeal No. ----- of -----

Before the ----- (First/second Appellate Authority)

1. Particulars of appellant :

I. Name of the appellant:

II. Official address, if any :

III. Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against
and name and designation of the officer/authority
statement of a decision, action or omission
of the procuring Entity in contravention to the provisions
of the Act by which the appellant is aggrieved:

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

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

6. Grounds of----- appeal ; -----

(supported by an affidavit)

7.

Prayer :

Place -----

Date -----

Appellant's signature

Signature of
Tenderer
With seal

Annexure D : Additional Conditions of contract

1. Correction of arithmetical errors

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

- I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall governs and the unit price shall be corrected :
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals the subtotals shall prevail and the total shall be corrected :
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to vary Quantities

- I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices. Or other terms and conditions of the Bid and the conditions of contract.
- II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be. Within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

Signature of
Tenderer
With seal