# WEST BENGAL TRANSPORT CORPORATION (A GOVERNMENT OF WEST BENGAL UNDERTAKING) 12, R.N. Mukherjee Road KOLKATA – 700 001

## **BID DOCUMENT**

# Procurement of ELECTRONIC TICKETING MACHINE with GPRS service and RFID smart card facility

Tender Notice No: **WBTC/JMD/NIT-199/2018-19** Dated: 25/05/2018

Joint Managing Director WBTC

## **DISCLAIMER**

This Tender Document (also referred as "Request for Proposal" or "RFP") is not an agreement and is not an offer or invitation by WBTC to any Bidder other than one that qualifies based on evaluation of submitted BIDs. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than that has been provided. In such cases, the potential Bidders are solely responsible to seek the information required from WBTC, at their own price. WBTC reserves the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required, and with the prior permission of WBTC, the potential Bidder may conduct his own study and analysis, as may be necessary.

WBTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBTC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information the information in this Tender Document.

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# SECTION: I INSTRUCTION TO BIDDER

West Bengal Transport Corporation, A Government of West Bengal Undertaking, herein after referred to as WBTC invites e-tenders for procurement of ETIM for smart ticketing system having GPRS technology and RFID card compatibility, details "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document.

#### 1. Eligibility of Bidders:

Following are the credentials for eligibility of Bidders:

- a. The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the security deposit.
- b. Average annual Turn Over for each of last three financial years i.e. 2014-15, 2015-16, 2016-17 must be at least 1(One) Crore. Start-up companies may be exempted of the clause with sole discretion of the evaluation committee.
- c. Valid GST Registration, & relevant Trade License are to be submitted by the Bidder.
- d. Scanned copy of the certificate of incorporation for Companies shall be furnished.
- e. Bidder is also required to have an office at Kolkata and must provide escalation matrix with contact numbers along with the RFP response.

## 2. Responsibility of Bidders:

- a) It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the price, duration and execution of the work.
- b) It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBTC. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBTC, which are based on the lack of such clear information of its effect.
- c) The bid shall include all the information as per bid document.

The bidder shall bear all the associated with the preparation and submission of bid and WBTC in

no case shall be responsible or liable for these , regardless of the conduct or outcome of the bidding process.

# 3. General Guideline for e-Tendering:

Instruction/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidders to participate in e-Tendering.

Intending Bidders desirous of participating in the tender are to log on to the website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> for the tender can be searched by typing West Bengal Transport Corporation in the search box of the website & will have to be enrolled & registered with the e-Procurement system .

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender. After obtaining the Class-II Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

#### Formation of cartel & penal Measures:

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBTC authority and penal measures as deemed fit would be imposed on such tenderers.

# 4. Key Dates:

Schedule of Dates for e-Tendering:

	Activity	Date & Time
1	Publishing Date	25.05.2018
2	Document Download start date	25.05.2018
3	Last date to submit any query	31.05.2018 up to 15.00 Hrs.
4	Bid submission start date	05.06.2018
5	Last date of physical submission of Bid document, EMD	26.06.2018 up to 15.00 Hrs.
6	Bid submission end date (including online submission)	26.06.2018 up to 15.00 Hrs
7	Technical Bid opening date	28.06.2018 - 15.00 Hrs
8	Financial Bid opening date	To be announced later

If any 'Strike' or 'Holiday, falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

# 5. Pre Bid Query& Amendment:

Pre bid query will be accepted up to specified time and date . Answer will be uploaded before the bidding process start.

Clarification of Bidding Documents: If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Joint Managing Director, 12, R.N. Mukherjee Road, Kolkata 700001(email its@wbtc.org.in), in written form. No other query except the written submitted ones will be clarified. If any changes are decided the same will be uploaded in the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> and no other communication shall be made afterwards on the issues. The clarification given shall be final and binding on the bidder.

Amendment / Addenda of Bidding Documents: At any time, prior to the deadline of submission of Bid, WBTC may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website (<a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>) only in due time. WBTC shall not have any obligation to inform the vendor through any other mode of communication.

Language of the Bid: The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBTC, shall be written in British English Language only.

# 6. Validity Period:

Period of validity of Bid: The bid shall <u>remain valid for acceptance up to 180 (One hundred eighty)</u> <u>days from the date of opening of tender.</u>WBTC may request to extend Validity of the bid beyond 180 (One hundred eighty) days if required so, without any change in offer.

# 7. Earnest money [Bid Guarantee]:

- a. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non responsive if the earnest money is not submitted along with the bid.
- **b.** Scanned copy of Demand Draft (DD) towards EMD of Rs. 3,00,000/- (Three lakh) issued by any branch of any Indian Schedule Bank in favour of West Bengal Transport Corporation payable at Kolkata is to be submitted along with the technical bid.
- c. The Bid Guarantee of the Bidder/ Bidders, will be returned against their written claim within one month from the date of placement of order on the successful Bidder/ Bidders.
- d. Performance guarantee / security deposit will have to be submitted in the form of Bank Guarantee @10% of the order value for entire contract period. The same will be returned after one year of the successful completion of the agreement.

## 8. Submission of Bid:

Bids shall be submitted as under:

i. Tenders are to be submitted online through the website https://wbtenders.gov.in. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to

upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

- ii. The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid.
- iii. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

#### **Technical Proposal**

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

EMD: Scanned copy of <u>Demand Draft (DD)/</u> towards EMD as prescribed in NIT in favour of WEST BENGAL TRANSPORT CORPORATION payable at Kolkata along with under takings <u>(ANNEXURE given)</u> and also original Bid proposal to be submitted in the folder.

Mandatory Condition: Scanned copy of Credentials and documents in support of mandatory conditions as detailed in "Mandatory Condition" clause are to be submitted.

Technical Offer: Technical offer covering with all detailed information are to be submitted in folder Technical Offer.

#### **Financial Proposal**

The financial proposal should contain the following document in one cover (folder).

#### Bill of Quantities (BOQ)

The bidder is to quote the Price **online** through computer in the space marked for quoting Price in the BOQ.

Submission of original copies of documents of Earnest Money Deposit:

Mode of Payment: EMD must be submitted in the form of Bank Draft (DD) of any scheduled Bank of India. Payment in any other form will not be accepted.

Place of submission: The original copies of the DD, towards Earnest Money Deposit shall be submitted in the following office:

The Joint Managing Director West Bengal Transport Corporation 12, R. N. Mukherjee Road Kolkata – 700001.

Time of submission: The original copies of DD towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

Conditional and incomplete tenders are liable to summary rejection.

Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

Opening and evaluation of tender

# 9. Opening of Technical proposal:

Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

Technical proposals for those tenderers whose original copies of DD towards EMD have been received will only be evaluated. Proposals corresponding to which original copy of DD towards EMD has not been received, will not be opened and will stand evaluated.

All bids will be examined in respect of "Mandatory Condition" & other qualifying requirements as detailed in the bid document. Bids which do not satisfy the "Mandatory Condition" and qualifying requirements will not be considered for technical evaluation. Mandatory Conditions are to be submitted as per format enclosed.

Techno-Commercial Evaluation: Only those techno commercial bids, qualifying the requirements of previous clause will be opened. Decrypted (transformed into readable formats) documents in the folder will be downloaded for the purpose of evaluation. These bids will be examined and assessed for the techno-commercial, performance and management capability of the bidder.

The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.

# A technical committee will evaluate technical bid in the following formatEach evaluated Proposal will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

SI.	Criteria	Points and required
No.	Average Annual Turn Over for 2015-16 and 2016-17, 2017-18	supportings 15(Extracts from the
'	:	Balance sheet and
	More than Equal to INR 1 Crores : 15 marks	Profit & Loss AND
	Less than INR1 Crores but more than INR 50 lakhs : 5 marks	Certificate from the
	Less than live i croies but more than live 30 lakes . 3 marks	statutory auditor /
		Chartered Accountant as supporting)
2	Relevant manpower working on similar systems	15 (HR certificate
		certifying the relevant
	More than Equal to 10 personnel but less than 25 personnel :8 marks	manpower strength)
	More than Equal to 25 personnel but less than 40 personnel :10	
	marks	
	More than Equal to 40 personnel but less than 50 personnel :12	
	marks	
	Greater than or equal to 50 personnel: 15 marks	
	Greater than or equal to 30 personner. 13 marks	
3	No. of similar Projects for ETIM supply and installation in last 3	20 (Provide
	years as on 31.03.2018.	completion certificate
	Equal to 1projects :15 marks	or workorder from client with client
	For each outer wastest. A Mark and water was F Marks	contacts)
	For each extra project = 1 Mark each upto max. 5 Marks	
4	Successful supply and Implementation of ETIM systems in	10 (project completion
	terms of numbers and transaction volumes for any India state or central govt (submit project completion	certificate certified by client and verifiable)
	certificate) for similar projects	onert and vermable)
	• 450 nos. of ETIM in one order = 10 marks	
	• 500 nos. of ETIM in two orders = 8 marks	
5	Bidder's existing infrastructure and setup in Kolkata with	10 (provide self
	local helpdesk, escalation matrix along with response and	certified document on
	resolution times for ETIM related complaints.	company letterhead)
6	User friendliness of the device, compatibility of RFID smart	30
	card, duration of loading master data like route details, fare details, security features, post implementation support etc to	
	be demonstrated during presentation to WBTC and marks	
	allocated as per decision by technical committee	
	Total:	100

# 10. Opening of financial proposal (Price Bids)

Financial proposals submitted online by the tenderers in the prescribed format (ANNEXURE and declared valid, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

No deviation in any form in the price-bid sheet is acceptable.

For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

# 11. Evaluation and Comparison of Bids (Price bids)

#### **Overall Evaluation Marks:**

The bidder who will get 70 marks or more out of hundred will be made eligible for financial bid opening.

L1 bidder may get the major share of the order quantity. The order may be distributed to L2, L3 .. bidders provided the L2, L3 .. agree to supply at L1 rate. Promotional discretion may be given to new start-up companies with a quantity of maximum 10% of total quantity at L1 rate only.

# 12. Time Schedule:

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for supply & services in LOA (Letter of Award) to be issued from WBTC. The entire activity as per scope of work shall be completed by bidder after written instruction given to bidder for delivery of ETIMs withinthree month. Entire period of the LOA will be five (5) year.

# 13. Taxes, Duties and other levies:

No custom duty will be paid by WBTC.
GST on applicable value shall be allowable at the prevailing rate over and above the quoted rate.

**14. Statutory Obligations**: Statutory obligations as per law of the land are to be complied.

## 15. Period of Contract:

Initial Period of contract shall be 5 (five) years from the date of placement of receipt of ETIMs and WBTC may increase the period of contract for another two years depending upon the performance of previous years of the bidder at the same rate and terms and conditions of the Letter of Award (LOA) placed on successful bidder which shall be accepted by the bidder without imposing any conditions. If there is any revision of tariff and if it is lower than the present tariff, then the new tariff will be automatically applicable from the date of effect of such tariff. All the ETIMs will be taken into the system phase wise within 3 months from the date of purchase order.

#### 16. Issuance of LOA:

WBTC will award the contract to the successful bidder whose bid has been determined to substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBTC shall be the sole judge in this regard.

## 17. Acceptance of LOA:

The successful bidder shall submit written unconditional acceptance of LOA within 15 (Fifteen) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

# 18. Right to reject Bids:

WBTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBTC's action.

# 19. Representative of Vendors:

The successful vendor is required to nominate officers, exclusively for this project from commencement to completion as 1) Nodal Officer & 2) an overall Head Officer, with whom WBTC will contact on all matters related to this project. The vendor has to specifically furnish to WBTC, the name, designation, mobile no, office & residential phone no of such persons.

## 20. Mandatory Condition:

The bidder shall provide documentary evidence satisfactory & acceptable to WBTC to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in ANNEXURE-VIII.

## 21. Settlement of Disputes:

In case of any dispute arising out the contract, the same should be settled through meeting between the WBTC and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Calcutta only.

## 22. Communication:

The successful vendor, for communicating with WBTC, for this job may use the following modes.

Email: its@wbtc.org.in

# **SECTION: II**SCOPE OF WORK

This is an extension project of Intelligent Transport System of WBTC. At present there are nearly 900 ETIM which are in operation in Calcutta State Transport Corporation. The basic requirement to procure new ETIM is to scale up the existing system. Therefore, all the existing features of the presently operational ETIMs of CSTC must be available in the newly procured ETIMS. The existing functionalities are as follows:

#### GSM/GPRS Connectivity:

SIM card would be deployed in each ETM. Over the air sync operations such as schedule data push from / to ETM will be made after every 5 minutes if live transfer is affected due to poor signal strength.

Electronic Ticketing / Automated Fare Collection System

#### 1.1. Authentication

#### 1.1.1. System check

- 1. The ETM machine shall have a facility to check routes, fare
- 2. The user shall press a predefined sequence of buttons to run this functionality
- 3. The System shall check below features from the device

**Battery Life** 

Paper Roll Signal

Strength

- 4. In case of successful check the ETM machine shall display a message
- 5. The ETM machine shall display error message in case of system check failed.
- 6. User shall verify system check before start of the journey.
- 7. In case of an error message, user shall return the device to the issuing authority and Request a new device.

#### 1.1.2. User authentication

- 1. User shall enter his username and password.
- 2. ETM shall authenticate the user's credentials.
- 3. On successful authentication ETM shall display a success message and allows user to use the ETM further.
- 4. On unsuccessful authentication user shall be displayed an error message and asked to re-enter his credentials.
- 5. User places the card appropriately on the ETM for authentication.
- 6. ETM machine reads the card and authenticates the user
- 7. On successful authentication ETM shall displays a success message and allows user to use the ETM further.
- 8. On unsuccessful authentication user shall be displayed an error message and asked to revalidate his credentials.

#### **1.1.2.** Ticketing

#### 1.1.2.1 Download schedule (manually)

- 1. ETM issuer connects the ETM with a local computer with a cable or WiFi.
- 2. ETM issuer selects a schedule duty for a particular conductor and transfers the data to

#### ETM.

- 3. ETM issuer shall be able to transfer multiple schedules.
- 4. On successful transfer ETM shall displays a success message with the schedule number.
- 5. On unsuccessful transfer ETM shall display an error message.
- 6. In case ETM issuer is unavailable to download schedule on ETM, conductor shall contact the nearest depot.

#### 1.2.2 Schedule check

- 1. User shall press a predefined button to check if schedule download is done properly.
- 2. ETM shall check the following schedule details:
- a. Route information
- b. Vehicle Information
- c. Conductor ID
- d. Driver ID
- e. Bus Stop
- f. Starting point
- g. Ending point
- h. Fare Chart
- 3. In case multiple schedules upload, ETM shall check values for all the routes.
- 4. On successful check ETM shall display a success message.
- 5. On unsuccessful check or any schedule detail missing or incorrect route details, machine shall display an appropriate error message.
- 6. In case of partial or complete missing of schedule conductor shall be able to select extra trip on the ETM and continue with this schedule duty.
- 7. Conductor shall be able to perform his usually duties like starting or ending of trips, cancelling of trips , issuing of tickets and printing tickets by selecting extra trip.

#### 1.2.3. View last generated ticket number

- 1. Conductor shall press a predefined sequence of button to view last printed ticket number.
- 2. ETM shall display the last printed ticket details on the ETM screen.
- 3. In case of a group ticket ETM shall display details of the group like the number adults.

#### 1.2.4. Print/Display on-boarded passenger tickets

- 1. Conductor shall press a predefined sequence of button to view or print count of onboard passenger's ticket.
- 2. Conductor shall be able to view or print the total count of passenger tickets.

#### 1.2.5. Refund amount to valid tickets

- 1. In case of a bus breakdown or met an accident the conductor shall have provision to refund the ticket amount to passengers.
- 2. Conductor can refund one or all the passengers holding a valid ticket.
- 3. Passenger holding ticket of current trip and were on-board at the time of bus breakdown or meet an accident shall be considered as valid tickets.
- 4. In case of a break down or accident, refund of minimum fare on the current route shall be given to passenger.
- 5. The ETM shall allow the conductor to select the Break down type, input the original ticket number against which refund is given and shall allow him to print the refund ticket. Ticket number shall be validated.

#### 1.2.6. Ticket Cancellation

- 1. In case a ticket is to be cancelled by conductor then ETM shall have the provision to cancel the last ticket issued.
- 2. The conductor shall input original ticket number and allow him to print the ticket. Note: Here if ticket number 'n' is to be cancelled then next ticket i.e. 'n+1' can only be cancelled. If more than 'n+1' tickets have been issued then 'n' ticket cannot be cancelled.

#### 1.2.7 Sync status

- 3. Conductor shall press a predefined sequence of button to check ETM data has been synced.
- 4. ETM shall display the sync status of ticket data and schedule data.
- 5. ETM shall display last sync time stamp details.

#### 1.2.8 Sync schedule

- 1. ETM data syncing with central server is automated.
- 2. In certain cases, if the conductor chooses to sync schedule data manually he shall be able to press a predefined sequence of button to sync schedule with central server.
- 3. On successful sync ETM shall display a success message.
- 4. Similarly on unsuccessful sync ETM shall display an error message.

#### 1.2.9 Download lost card data (manually)

- 1. ETM transaction shall be uploaded on to server at regular intervals.
- 2. On completing the ETM transaction upload the ETM shall than download lost card data.

#### 1.2.10 Data synchronization (central server)

- 1. ETM transaction data shall be an automated process.
- 2. System shall synchronize the ETM transaction data at predefined intervals (5 minutes) Over The Air (OTA) to central server subject to network availability.

#### 1.2.11 Data synchronization (depot local computer)

- 1. User shall connect the ETM with the local computer with a cable or WiFi.
- 2. User shall than select to synchronize the data from the local machine on to ETM.
- 3. On successful completion of data synchronization a success message shall be display.
- 4. An error message shall be display on unsuccessful data sync.

#### 1.2.12 Display passenger count

- 1. User shall press a predefined sequence of button to display passenger count.
- 2. ETM shall display the total number of passenger trip wise.
- 3. ETM shall display the total number of passenger for the whole schedule.

#### 1.2.13 Print passenger count

- 1. Line checker squad shall press a predefined sequence of button to print passenger count.
- 2. ETM shall print the total number of passenger trip wise.
- 3. ETM shall print the total number of passenger for the whole schedule.

#### 1.2.14 Generate passenger ticket

- 1. Conductor shall enquire regarding starting busy stop, destination bus stop, passenger count, passenger type (adult), pass and any concession type if applicable.
- 2. On collecting the data from passenger conductor shall feed the data in ETM
- 3. In case of a group ticket, the conductor shall input the details of the group like number of adults, children, senior citizen and luggage.
- 4. Once details have been fed in the ETM, the conductor shall generate and print the ticket on paper with a thermal printer attached to the ETM.
- 5. A unique ticket number shall be generated for each ticket.
- 6. Conductor shall confirm that paper is available before initiating printing.
- 7. An error message shall be displayed on the ETM screen, if print command is given without paper roll.
- 8. Conductor shall be able to print the ticket after replacing the empty paper roll.
- 9. Conductor shall not be able to reprint the ticket once printed.
- 10. ETM shall not have any provision to delete tickets once generated.
- 11. In case of ETM breakdown or low battery conductor shall issue tickets from ticket tray.

#### 1.2.15 Repeat previous action (Generate/Print ticket)

- 1. In case the current ticket to issue is of the same values as the last ticket printed conductor shall have the provision to repeat the previous action.
- 2. This option shall only be opted when all the values for the current ticket are same as those of the previous ticket.
- 3. This shall reduce the key inputs and faster operation for conductors.
- 1. In case of ETM breakdown or low battery conductor shall issue tickets from ticket tray.

#### 1.2.16 Start schedule

- 1. Schedule is a pre defined duty assigned for a day.
- 2. A schedule shall have multiple trips. Each trip shall have a start and end bus stop.
- 3. Trips on a schedule shall be for multiple routes.
- 4. Before starting his daily duty, the user shall select from the menu on the ETM to start the schedule for the day.
- 5. User shall be able to start a schedule at a particular time allocated to him.

#### 1.2.17 End schedule

- 1. On completion of the entire trip for the given schedule, the user shall be able to end the schedule.
- 2. Trips on the schedule can either be completed or cancelled.
- 3. User selects from the menu on the ETM to end the schedule for the day.
- 4. Once a schedule has been closed, user shall not be able to select any other trip or issue tickets.

#### 1.2.18 Start trip

- 1. Once a schedule has been started user shall select from menu to start the trip.
- 2. Conductor shall select the type of trip he is starting.
- a. Regular trip
- b. Extra trip
- c. Special trip
- 3. Conductor shall be able to issue tickets only after a trip has been started.
- 4. Starting time of the trip shall be checked before starting a trip.
- 5. Current trips end time inclusive the break time shall be the start time for the next trip.
- 6. End bus stop of the current trip shall be the start bus stop of the next trip.

#### 1.2.19 End trip

- 1. Once a start trip has been selected on the ETM any other existing started trip on the ETM shall be ended.
- 2. End time of the current trip shall be the start time of the following next trip.
- 3. In cases of bus breakdown or bus met an accident conductor shall be able to select a menu option from menu of the ETM to close the trip.
- 4. Conductor shall not be able to issue tickets for the trip which has ended.
- 5. Start bus stop of the next trip shall be the end bus stop for the current trip.
- 6. In exceptional cases admin user shall be able to end a trip.

#### 1.2.20 Download updated schedule data

- 1. In cases of deviation of a route Command and Control Center (CCC) shall update the schedule with new route points (bus stops).
- 2. This updated schedule needs to be downloaded and updated on the ETM.
- 3. As and when the ETM contacts the depot server the updated schedule shall be downloaded and updated on the ETM.

#### 1.2.21 Tickets per trip/schedule

- 1. User shall select from the menu options of ETM menu to display the number of tickets issued for particular trip and the schedule.
- 2. ETM shall display trip wise total count of tickets issued.
- 3. ETM shall display total count of tickets issued for the entire schedule.
- 1.3 E-Purse & Pass

#### 1.3.1 E- Purse recharge

- 1. E-purse smart card holder shall approach a point of sale (POS) counter.
- 2. POS user shall place the e-purse smart card on the e-recharge device for recharging.
- 3. System shall validate the e-purse smart card and display successful validation message on the local computer.
- 4. POS user shall enter the recharge amount and initiate e-recharge.
- 5. Minimum and maximum recharge amount shall be configured in advance.

#### 1.3.2 E - Purse validation

- 1. E-purse smart card holder shall produce the smart card to conductor.
- 2. Conductor shall place the e-purse smart card appropriately on the ETM for validation.
- 3. ETM shall read the e-purse smart card and check its credentials.
- 4. On successful validation, ETM shall display a success message on the ETM.
- 5. ETM shall display the validity date and amount.

#### Note:

- 1. Same card cannot be used as E-Purse and Pass. Since E-Purse can be used on any route and it will deduct the transaction value at the time of travel while Pass will have a predefined route and will be valid for that route only.
- 2. The card will contain following details sequentially user credentials, last transaction data and current balance value.
- 3. Transactions made with E-purse through ETM will be stored in ETM along with ticket Data.

#### 1.3.3 Online Recharge Facility

- 1. The system shall facilitate Smart Card holder to recharge online through payment gateway.
- 2. The payment gateway shall facilitate smart card holder to make payment through various modes like Net Banking, Credit Card.

#### 1.3.4 Pass validation

- 1. Pass smart card holder shall produce the smart card to conductor.
- 2. Conductor shall place the pass smart card appropriately on the ETM for validation.
- 3. ETM shall read the pass smart card and check its credentials.
- 4. ETM shall check the date validity of the pass depending on the kind of pass it is (quarterly, monthly, weekly or daily).
- 5. ETM shall also check the type of pass it is (student or passenger).
- 6. ETM shall record the pass number and number of times used for travel.

#### 1.4 Line Checking

#### 1.4.1 Line Checking Report Generation

- 1. Line checker (LC) shall enter his credentials / swipe his card on the ETM, used by the conductor.
- 2. ETM shall validate the LC's credential and provide access to ETM's LC functionalities.
- 3. LC than shall be able to print a ticket wise report, printing tickets (, luggage tickets, pass validation count and E-purse tickets.
- 4. LC shall be able to check weather pass has been validated by the conductors.
- 5. LC shall place the pass appropriately on the ETM for validation.
- 6. On successful validation a success beep and message shall be displayed.
- 7. Similarly on unsuccessful validation a negative beep and error message shall be displayed.

#### 1.5 Data Sync

#### 1.5.1 Sync data with local server

- 1. After completing his daily duty conductor shall approach the depot local computer operator with his ETM.
- 2. Computer operator shall connect the ETM and local computer with a cable or WiFi.
- 3. Computer operator shall than select from the menu to download the schedule Transaction data onto the local computer.
- 4. System shall download ticket data; pass data, e-purse transaction data and luggage data from the ETM.
- 5. On successful download system shall display a success message.
- 6. On unsuccessful download system shall display an error message.

#### 1.5.2 Sync data with the central server

- 1. Once the ETM transaction data has been successfully downloaded on to local computer the system shall initiate a process of syncing the downloaded ETM data onto central server.
- 2. On successful data sync system shall display a success message.
- 3. On unsuccessful data sync system shall display an error message.

#### 1.5.3 Push duty schedule data to ETM

1. Computer operator shall connect the ETM and an authorized local computer with a cable or WiFi.

- 2. Operator shall select the schedule and corresponding data shall be pushed on to the ETM.
- 3. Schedule shall have the trip, route details and the conductor's details.
- 4. On successful duty schedule push on to ETM, the system shall display a success message with the schedule number which has been pushed.
- 5. On unsuccessful duty schedule push on to ETM, the system shall display an error message.
- **1.6** Security

#### 1.6.1 Auto lock

- 1. In certain scenarios, ETM shall auto lock itself to curtail misuse of ETM.
- 2. Once conductor updates ETM for schedule completion, ETM shall auto locks itself until new schedule has been uploaded.
- 3. ETM application shall lock the device as per the pre-defined locking grace period.
- 4. After auditing is completed, the device data shall be removed and shall be auto locked.
- 5. An auto locked ETM shall not to able to issue tickets, validate e-purse or pass.
- 6. No other ETM operation shall be allowed on an auto locked ETM.
- 7. An auto locked ETM can be unlocked by pressing the "CLEAR" button on the ETM.

#### 1.6.2 Manual lock

- 1. ETM shall provision to manually lock ETM.
- 2. User shall select menu from the ETM UI to lock the ETM.
- 3. A locked ETM shall not to able to issue tickets, validate e-purse or pass.
- 4. No other ETM operation shall be allowed on a locked ETM.

#### 1.6.3 Unlock

- 1. ETM shall provision to manually unlock ETM.
- 2. User shall select menu from the ETM UI to unlock the ETM.
- 3. An unlocked ETM shall resume all normal operations.

#### 1.6.4 Auto shutdown

- 1. ETM application shall have provision to set an auto shutdown after the given period of time.
- 2. When an ETM has been ideal for the set time the device shall auto shutdown.

#### 1.6.5 Blocking of lost device

1. Devices which have been reported as lost; user shall update their on the system status as blocked device.

2. Blocked status of the device shall be irrevocable.

3. Blocked devices shall not be able to establish any interface with any applications.

ITS blocked

4. If a blocked device is connected to ITS central system all the data on device

4. If a blocked device is connected to ITS central system all the data on device the shall be deleted.

#### **1.7** Registration

#### 1.7.1 Device registration

- 1. Once the ETM application is installed on the ETM devices, it shall be ready to be registered on the central ITS application.
- 2. A unique registration code and ETM device serial number shall be recorded in the ITS application.

- 3. When ETM device gets connected with the depot's local sync application it shall collect the ETM device serial number and updates the central system.
- 4. The unique registration code would be pushed into the ETM device in encrypted format.
- 5. After this initiation, the ETM device shall be ready for further use.

#### **1.8** Installation & Upgrades

#### 1.8.1 Application installation

1. ETM application shall be installed on all newly acquired ETM devices.

#### 1.8.2 Software upgrade

- 1. Software upgrading of ETM device shall be done at the depot local computer.
- 2. Once an ETM is connected with the depot local computer user shall select to upgrade the ETM software.
- 3. User shall select the new software file and start the upgrade of ETM device.
- 4. On successful ETM device software upgrade, the system shall display a success message.
- 5. On unsuccessful ETM device software upgrade system, the shall display an error message.

#### 1.3 Device maintenance

- 1. If an ETM device breakdowns it shall than be sent to depot for maintenance.
- 2. Application user shall initiate lock operation at backend before sending ETM device for maintenance.
- 3. On fixing of the issue the ETM device shall be sent for auditing and cash collection.
- 4. While auditing, user cannot download the data, then the schedule shall be updated with an appropriate status and amount entered manually.
- 5. Once the ETM device issue has been fixed, then the auditor downloads the data and updates the schedule status as completed.
- 6. On completion of maintenance the device shall be unlocked for further use.

#### **1.8** Receipts & Reports

#### 1.9.1 Receipt or Report printing

- **1.** Users printing receipt and reports from ETM device shall print title "Receipts and Reports" in different font size.
- **2.** Title font format for "Receipts and Reports" shall be added for the following reports and receipts E-purse transaction, Ticket Summary Report, Inspection reports.

#### 1.10. Date & Time sync

1. ETM date and time shall be synced with the local server when the schedule is being pushed on to ETM.

In addition to the above the supplier must customize the software to integrate the system with the existing system of CSTC. Raw data from the ETIM must be made available as per the given format and frequency. The existing RFID card must be compatible with the supplied ETIM. The transaction through RFID will be integrated with the existing RFID transaction methodology and data should be stored in the existing server / retrieved from the existing server.

## Warranty:

- and a comprehensive warranty applicable on goods supplied under this contract shall be provided by the respective OEM for the period of contract from the date of acceptance of respective system by the Purchaser.
- 2) Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications and hardware maintenance.
- The Bidder warrants that the Goods supplied under the Contract are new, non- refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- The Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's
  - Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Datacenter Sites.
- The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.
- 7) Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.
- 8) If the Bidder, having been notified, fails to remedy the

defect(s) within a one day, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

- 9) Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.
- The Selected Bidder would also be responsible for the up keep, maintenance, rectification of defects, wear and tear of the infrastructure procured from the OEM during the entire period of contract and provide WBTC with copies of warranty and AMC certificates for all equipment, valid for the entire period of the contract.

#### SERVICE LEVELS AND RELATED PENALTY:

#### A. SERVICE LEVELS DURING IMPLEMENTATION:

In case of non-compliance of any of the supplied hardware with the minimum technical specification as specified in the RFP document and/or in this agreement, for all locations and requirements (Depots, ETMs etc), the Contractor being the Implementation and Maintenance agency (I&OA) shall replace and supply all such hardware items without charging any additional costs to WBTC. Delay and/or wastage of time due to such replacement shall be penalized as follows:

- a) Replacement of non-compliant hardware/systems affecting the system for less than 1 week (No penalties)
- b) Replacement of non-compliant hardware/systems affecting the system for 1-2 weeks (Penalty: 0.5% of the cost of all Hardware)
- c) Replacement of non-compliant hardware/systems affecting the system for 2-3 weeks (Penalty: 1.5% of the cost of Hardware)
- d) Replacement of non-compliant hardware/systems affecting the system beyond 3 weeks (Penalty: 5.0% of the cost of Hardware)

**Note:** In any case, total cumulative penalty as per above clause shall be limited to maximum 10% of the value of total supplied Hardware.

# **Specification:**

S.No	Parameter	Specifications			
1	Processor	Minimum 32 bit RISC based processor - 500MHz or higher.			
2	Operating System	Linux, Android or Windows Based Operating System			
3	RAM	512MB or Higher			
4	FLASH Memory	1 GB or higher			
5	Extendable Memory	SD/Micro SD card interface (4 GB or higher)			
6	Display	Graphic LCD minimum 128 x 64 Pixels with LED Backlight			
		Capable of displaying graphic images			
		8 lines x 20 characters or better			
		Clear display at night and day			
7	Keypad	Virtual Key pad or Simple key pad with Minimum 18 keys with LED back lighting.			
8	Printer	2" Thermal Printer with 50mm/sec.			
		Easy paper roll loading. Should support minimum 12 meter length, 60 mm diameter, 57 mm paper width thermal paper roll			
		aper cover open sensor			
		Capability to print bar code			
		Capability to print ticket in English and Hindi			
9	SAM Slots	Minimum 2 SAM slots			
10	RTC	Inbuilt RTC with battery backup			
11	GPRS Communication	In- Built Quad GPRS module / Modem			
		Should support SMS, Data, GPRS, TCP/IP			
12	Battery	Li-ion/Li-polymer, minimum 2500 mAH Over-charge/ over-voltage/ over-current protection			
		Minimum 1000 ticket printing and minimum 14 hours operation in a single charge			

S.No	Parameter	Specifications
		Quick recharge
13	Weight	500 g or less
14	Communication Ports	USB or RS232
15	Security	Should support encryption standards including 3DES and AES for smart card reading/writing as well as communication with Central System
16	Operating temp.	5 - 60 degree C
1/	Contactless Smart Card Reader/Writer	Inbuilt Contactless Smart Card reader/writer - ISO 14443 Type A & B, FeliCa, entire Mifare family
18	Indications on display	Battery charge status
		GSM Signal strength
19	Audio	Beeps on key-press and transactions
20	Others	Remote Administration
		Over the air upgrade of firmware, application, configuration parameters, master data, etc. should be possible.
21	Accessories	Shoulder carry bag
		AC charger (working from 100 V to 240 V)
22	ETM Software Development Kit (SDK)	The Vendor shall provide Software Development Kit (SDK) for the ETM firmware so that ETM features can be developed by the SI in future as required.
		The SDK shall provide functions / Programmes / APIs to support atleast the following:
		a) Smart Cards functions
		b) Communication Device (RS232, USB, GPRS modem, Wi-Fi etc) functions
		c) Inter-process communication (IPC) functions
		d) Multitasking functions
		e) Multithreading functions
	•	•

S.No	Parameter	Specifications
		f) Power (Battery) Management functions
		g) Internal Printer Management functions
		h) File System Management functions
		i) Clock/ Timer Management functions
		j) Beeper/ LEDs/ Buzzer Management functions
		k) Environment Variables related functions
		I) User Interface (UI) Management Related functions
23	Wireless Communication	Wi-Fi with b/g/n supports
24	Warranty	For the complete contract period

# SECTION: III GENERAL CONDITIONS OF CONTRACT

## 1. General Terms:

- a. The WBTC reserves the right to reject any ETIM, even after delivery, if any deviation from tendered specifications is found in the supplied materials at any point of time
- b. The bidder has to furnish all the information as required regarding their offer. No Sub Vendor will be allowed
- c. If fails to deliver the ETIMs timely, WBTC reserves the right to divide/split/modify/cancel the entire job without showing any reason whatsoever.
- d. Quotation from any sub-vendor will not be entertained.
- e. The bidder shall satisfy WBTC with his ability to complete the works positively within the stipulated time.
- f. All correspondence, documents and Bid, exchanged between the Bidder and WBTC shall be written in English language. Failure to comply with this request may disqualify a bidder.
- g. The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

## 2. QUANTITY

The provisional quantity of the item has been shown in the price schedule. WBTC during execution of contract ,reserves the right to increase or decrease the quantity of material +/- 25% of the quantity shown in the price schedule without any change in unit price or other terms and condition at the time of placement of the LOA or during execution of the work.

# 3. <u>Delivery Schedule:</u>

The ETIM cards can be delivered in lots, the delivery date and quantity of the lots will be intimated in written 15 days prior to the successful bidder as per requirement. Delivery and Activation of ETIMs shall be completed within 3 MONTHS from issuance of letter.

In case of damage/burn/faulty/misplaced ETIM, the swap ETIM will be delivered without any additional price within 1 day from the date of intimation.

# 4. Force Majeure:

WBTC shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBTC.

## 5. Cancellation/Termination of Order:

WBTC shall have the right to repudiate the contract if the work is not completed within schedule date. The following causes may also led to cancellation of LOA.

Non acceptance of LOA as per "Acceptance" clause.

If failed to deliver the material within time.

In each above cases 15 days termination notice shall be issued prior to termination of LOA.

# 6. Arbitration & Legal Jurisdiction:

During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBTC and bidder to the extent possible.

All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.

The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Kolkata High Court only.

# 7. <u>Delivery & Storage of Equipment:</u>

Delivery of ETIMs: Delivery of ETIMs shall be made available within 1 (One) month of request for delivery of ETIMs.

The contracting agency will not be permitted to take away ETIMs without written permission from WBTC

# 8. <u>Service Performance</u>:

GPRS/GSM communication between ETIMs and server with guaranteed network availability

of 98% shall be established. The calculation of 98% will be counted after fault docketing. The time leverage for fault restoration is 24 hours from the time of fault docketing irrespective of Sundays and Holidays. The user shall satisfy 98% network availability with the system generated report against those ETIMs only. In case if the GPRS network is unavailable during pre-scheduled data transfer from ETIMs, against which fault docketing has been made, a server based report regarding network availability of GPRS/GSM of those particular ETIMS has to be submitted by the bidder.

## 9. Risk Purchase / Performance:

Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fails to deliver within the periods prescribed for such work in the rate contract order, WBTC shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBTC may sustain by reason of such failure on the part of the Contracting Agency.

# 10. Submission of bills for payment:

All the bills in triplicate with relevant papers, documents are to be submitted to the Managing Director, WBTC

# 11. <u>Terms of Payment:</u>

- a) No advance payment will be made against this order in any circumstances.
- b) 50% of contract value will be paid on supply of ETIMs on proportionate basis on number of ETIMs supplied
- c) 25% on commissioning, testing and successful integration of each ETIM machine with existing ITS. Selected Bidder must participate in all necessary integration activities, tests and user acceptance signoff process as required by WBTC.
- d) 2.5% of contract value will be paid after every 6 (six) months after completion of commissioning of the entire system for a period of 5 (five) years as maintenance charge (hardware & software) including replacement / repair of ETIMs.

# 12. Indemnity Bond

An indemnity bond has to be submitted by the vendor as per format annexed on non-judicial stamp paper of Rs.10/- as Annexure to observe compliances on labor laws.

## **13.** WBTC personnel for liaison :

Controlling Officer: Nodal Officer, WBTC - He would issue the successful completion certificate in consultation with the Department of IT, Govt. of West Bengal.

Paying Authority: Chief Finance Officer, WBTC

## Annexure I

## PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on- line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

l,	
Repres	entative of M/S solemnly declare that :
1.	We are submitting Tender for the Work
	against Tender Notice No dt
2.	None of the Partners of our firm is relative of employee (Name of the Company).
3.	All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4.	All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5.	If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.
	Signature of the Tenderer
	Dated

## Annexure II

# FORMAT OF LETTER OF BID LETTER HEAD OF BIDDER ( AS ENROLLED ON LINE ON e-Tendering PORTAL OF NIC)

To The Te	ender Committee	OLLED ON LINE ON C Tendering FOR	IAL OF MIO)
		Letter of Bid for the Work	
		<del></del>	
	1. NIT		
No	dated _ der Id No		
Dear S			
of the	fer to execute the work as per our or NIT document as available in the we furnished on line.		
	,	ter of Acceptance/Work Order shall	constitute a binding
contra	act between us. We hereby confirm our acceptan	aco of all the terms and conditions	of the NIT document
uncon	ditionally.	nce of all the terms and conditions of	or the Nir document
	,		
l,		, Partner/Legal Attorne	y/Accredited
Repre	sentative of M/S	solemnly	declare that :
1.	We are submitting Tender for the V	√ork	
		dt	
2.	None of the Partners of our firm is	relative of employee	(Name
	of the Company).		
3.	All information furnished by us qualification information of this Ter	•	gibility criteria and
1	All documents/credentials submitt	•	iine authentic true
٦.	and valid.	ed along with this relider are gent	anie, authoritie, truc
5.	If any information and documen		•
	including termination of the contr	er and action as deemed fit may be act, forfeiture of all dues including	•
	banning/delisting of our firm and a	II partners of the firm etc.	
		Signature of the Tenderer	
		-	
		Dated	

# Annexure III Price Bid Sheet for GPRS ETIMs (BOQ)

(Prices shall be quoted online & in INDIAN RUPEES only)

SI No.	Description of items	Quantity	Unit	Unit Rate excludingGST in Rs.	GST Amount for one unit in Rs.	Total Amount for660 units including GST Rs.
Α	В	С	D	Е	F	C * (E + F )
1	Supply of Electronic Ticketing Machine with GPRS service including integration of the existing system and 5 years maintenance (Software and Hardware) with spare parts supply	660	nos			

Signature of the Authorized Signatory

#### Annexure IV

#### SPECIMEN COPY OF INDEMINITY BOND

BY TH	E PRESENT	INDEMNITY	BOND	<b>EXECUTED</b>	by me/us	on	this		Day
of	2018	I/We	h	aving	Register	red		Office/	residing
at									
(herein	after called	"OBLIGOR/O	BLIGATO	R" which e	expression s	hall r	nean ai	nd inclu	udes my
/our Su	iccessors, le	gal represen	tatives a	ssigns) do l	nereby bind	s mys	self/our	selves	and also
our co	mpany/firm		after ha	aving the p	ower to bir	nd so	with th	ne pron	nise and
undert	aking in favo	our of West Be	engal Tra	nsport Corp	ooration, A	Gover	nment	of Wes	t Bengal
Undert	aking, h	aving registe	ered off	ice at 12	2, R. N.	Mukh	erjee	Road,	Kolkata
700001	(hereinafte	r called as O	BLIGEE,	which expr	ession shall	meai	n and ir	nclude	it's legal
represe	entative ,adr	ministrators as	ssians.						

Whereas OBLIGOR/OBLIGATOR has/have been awarded to execute the job/works under letter no.......dated ......issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and /or the Workmen Compensation Act (W.C.Act) and /or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I/we the OBLIGOR/OBLIGATOR do hereby undertake:-

- 1. That the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by OBLIGOR/OBLIGATOR.
- 2. That the OBLIGOR/OBLIGATOR will take/adopt all safety norms in respect of each and every workmen/labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
- 3. That the OBLIGOR/OBLIGATOR undertakes to engage only those labour/worker or any other ,personnel whether skilled or unskilled or any other person whether in technical, managerial or non-managerial or any other capacity in the area covered under Employees 'State Insurance Act who has /have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered

- under the Employees' State Insurance Act, who does /do not has/have insurance coverage within the meaning of Employees' State Insurance Act.
- 4. That the OBLIGEE, further undertakes to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or other capacity in the area NOT covered under Employees' State Insurance Act, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
- 5. That the OBLIGOR/OBLIGATOR undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceeding and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGATOR.
- 6. That the OBLIGAOR/OBLIGATOR shall keep harmless the OBLIGEE from all claims. Compensation, damages, any proceedings in respect of any of its employee/workmen under Work men Compensation Act, Act or any other law for the time being in force.
- 7. That, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE it is found that the OBLIGOR/OBLIGATOR has not complied with/guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the Labour Welfare Legislation have been observed and such period of stoppage shall not be taken into account for calculation of the period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.
- 8. That, if at any time, due to exigency, the OBLIGEE i.e the West Bengal Transport Corporation (WBTC)), as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGATOR or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGATOR or any bank guarantee deposited or anything payable by the OBLIGEE to the OBLIGATOR or TO HIS AUTHORITY whether in connection with this contract or by other contract.
- 9. That the OBLIGOR/OBLIGATOR is/are aware that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

	Deponent
Witness	
1	
2	

#### Annexure V

#### **BID PROPOSAL**

#### From

Bidder's Name and Address :

Contact person :

Designation :

Telephone No.(Land Line & mobile):

Fax :

Tender Reference :

To Managing Director, West Bengal Transport Corporation 12, R. N. Mukherjee Road Kolkata 700 001

Sub: Procurement of ETIM with GPRS facility and 5 years maintenance

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.

#### 2. PRICES AND VALIDITY:

- 2.1. The prices of the GPRS ETIMs stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (One hundred and Eighty) days from the date of opening of the bids (Part-1). We further declare that prices stated in our proposal are in accordance with your bidding.
- 2.2. We confirm that our bid prices include all taxes and duties except service tax and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- 2.3. All duties& taxes such as excise duty, sales tax (but not Surcharge in lieu of Sales Tax), Service Tax, Local Tax and other Levies, if any, applicable on transaction from us to you payable extra by you against production of documentary evidence to be submitted by us.

3. BID GUARANTEE :
We have enclosed a Bid Guarantee in the form of Bank Guarantee from
drawn in favour of WBTC for an amount of Rs
4. DEVIATIONS:
We declare that contract shall be executed strictly in accordance with the specifications and documents except for the deviations, all of which have been detailed out exhaustively in our
deviation schedules, in volume irrespective of whatever has been stated to the contrary anywhere
else in our proposal.
Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our Deviation Schedules, save that pertaining to any
rebates offered, shall not be given effect to.
5. WORK SCHEDULE :
If this proposal is accepted by you, we agree to provide services and complete the entire work, in
accordance with schedule indicated in the proposal, we fully understand that the work completion
schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us
and approved by WBTC in order to maintain the Delivery schedule of bid documents.
Datedthisday of2018
The relation was a second of
Thanking you, we remain, Yours faithfully,
Date
Place (Signature) (Printed Name)
(Designation)
(Common Seal)
Business Address:
Name & Address of Authorized Signatory:

## Annexure VI

# <u>Mandatory Condition :</u> <u>Requisite Credentials of Bidders:-</u>

SI N o	Requisite Credential	Requisite Support Document
1	Average Annual Turn Over for last three financial years (2014-'15, 2015-'16, 2016-'17) must be Rs. 2 Cr.	<ul> <li>a) Income Tax return for assessment years 2014-'15, 2015-'16, 2016-'17</li> <li>b) All enclosures forming the part of Income Tax return (as applicable)</li> <li>c) Audit report for bidders under Company Act 2013 shall be furnished.</li> <li>d) For other than companies "Tax Audit Report" shall be furnished.</li> </ul>
2	Office at Kolkata	Address of office at Kolkata along with Telephone No, Fax and Contact person's identity
3	Must Comply with all statutory obligations	Certificate of incorporation for companies /Enterprises Copy of PAN Card GST Registration Certificate
4	The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the BG.	Self declaration in this respect shall be furnished

## Annexure VII

Details of information to be provided in support of Mandatory condition (copy of supporting document to be submitted with the bid)

SI. No.	Item Details		Details		
1	Communication details of Service Centre at Kolkata				
2	Permanent Account No. (PAN)				
3	Professional Tax Registration No.				
4	GST registration No.				
5	Service Tax Registration No.				
6	Company Registration No. for Companies				
7	Company /Enterprise Incorporation Reference No and Date				
8	Average annual Turn Over for each of last three financial years(must be at least Rs. 3 Crore).	2014-'15 (in crore)	2015-'16(in crore)	2016-'17 (in crore)	

Signature of the Bidder with Seal

Signature of the Bidder with Seal