

**MADHYA PRADESH YATRI PARIVAHAN AND INFRASTRUCTURE LIMITED**

**(Madhya Pradesh State Transport Department Undertaking)**



**Government of Madhya Pradesh**

**Request For Proposal (RFP) for  
Selection of Fare Collection Agency for  
PM E-Bus Sewa Scheme in Madhya Pradesh**

**RFP Number:** MPYPIL/RFP/2026/9

**Tender ID:** 2026\_TMPYP\_508731

**Managing Director**

**Madhya Pradesh Yatri Parivahan And Infrastructure Limited**

**Email:** [admin.mpypil@mp.gov.in](mailto:admin.mpypil@mp.gov.in)

**Website:** [www.transport.mp.gov.in](http://www.transport.mp.gov.in)

## Disclaimer

1. This Request for Proposal (“**Tender**”) document is issued by the Madhya Pradesh Yatri Parivahan and Infrastructure Limited (hereinafter referred to as the “**MPYPIL**”)
2. The information contained in this Tender or subsequently provided to Bidders, whether electronically, or in documentary, or any other form by or on behalf of MPYPIL or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender.
3. This Tender is not a contract and is not an offer by MPYPIL to prospective Bidders or any other person. The purpose of this Tender is to provide interested bidders with information that may be useful to them in the formulation of their Bids in pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the MPYPIL, in relation to the project. Such assumptions, assessments, and statements do not purport to contain all the information that Bidders require. This Tender may not be appropriate for all persons, and it is not possible for the MPYPIL, its employees, or advisors to consider the objectives, technical expertise, and particular needs of each bidder who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this Tender and obtain independent advice from appropriate sources.
4. MPYPIL accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance by any Bidder upon the statements contained in this Tender.
5. MPYPIL reserves the right to reject any or all the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MPYPIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposal in response to this RFP. MPYPIL reserves the right to change/ modify/ amend any or all the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on <https://mptenders.gov.in>
6. MPYPIL or its authorised officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Service provider or terminate discussions and the delivery of information at any time before the signing of any Agreement for the implementation of the project described in this Tender, without assigning reasons thereof, and such decision shall be final and binding on all the participants.
7. Neither MPYPIL nor its employees and associates shall have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may

raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MPYPIL or their employees and Prime applicant (PA)/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

8. The Tender does not address concerns relating to diverse investment objectives, financial situation, and particular needs of each Bidder. The Tender is not intended to provide the basis for any investment decision and each Bidder must make their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorised by MPYPIL to give any information or to make any representation not contained in this Tender.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid, including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the MPYPIL, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and MPYPIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.
10. Information provided in this document or imparted to any respondent as part of RFP process is confidential to MPYPIL and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

# Table Of Contents

Disclaimer .....	3
Table Of Contents .....	5
Notice Inviting Tender (NIT).....	9
Guidelines for E-Tender.....	10
Fact Sheet.....	11
Definitions.....	13
Abbreviations .....	17
1. Introduction.....	20
1.1 About MPYPIL .....	20
1.2 Introduction to MP PM e-Bus Sewa .....	20
1.3 Request for Proposal.....	21
1.4 Objective of Project.....	21
2. Instructions to Bidders .....	22
2.1 General Instructions.....	22
2.2 Eligible Bidders .....	23
2.3 Sub-Contracting.....	24
2.4 Right to terminate the process .....	24
2.5 Rejection criteria.....	24
3. Bid Submission Instructions.....	25
3.1 Tender Document Fees and Purchase.....	25
3.2 Pre-bid meeting and clarifications.....	26
4. Preparation of Bid .....	27
4.1 Bid Preparation Conditions.....	27
4.2 Bid Preparation Costs .....	28
4.3 Earnest Money Deposit ('EMD') .....	28
4.4 Bidder's Authorisation .....	29
4.5 Address for Correspondence.....	29
4.6 Local Conditions .....	29
4.7 Site Visits by The Bidder.....	29
4.8 Language.....	30
4.9 Bid Validity Period .....	30
5. Eligibility Criteria and Valuation .....	30
5.1 Pre-Qualification Criteria .....	30

5.2 Technical Qualification Criteria.....	33
5.2.1 Minimum Qualifying marks in Technical Evaluation.....	36
5.3 Key Terms and Conditions for Evaluation.....	36
5.4 Evaluation of Bid.....	37
5.5 Financial Evaluation.....	37
5.6 Notification and acceptance of Selection.....	38
5.7 Performance Guarantee.....	38
5.8 Execution of Agreement.....	39
6. Scope of Work.....	40
6.1 Project Scope.....	40
6.2 Role of Service provider.....	40
6.3 Key Components for Fare Collection System.....	43
6.3.1 Driver-Based Fare Collection System (DBFCS).....	43
6.3.2 Passenger Count Audit & Compliance.....	46
6.3.3 Digital Assistants & Offboard Ticketing staff.....	47
6.3.4 Dashboard and Analytics System.....	47
6.3.5 Helpdesk.....	48
6.3.6 Training, Capacity Building and Knowledge Transfer.....	48
6.3.7 Closed-loop Smart Card Platform.....	49
6.3.8 Integrations.....	50
6.3.9 Hardware and software Certifications.....	50
6.4 Rights and Obligations.....	51
6.4.1 Rights of MPYPIL.....	51
6.4.2 Obligations Of MPYPIL.....	51
6.4.3 Rights of Service provider.....	52
6.4.4. Obligations of Service provider.....	53
7. Project Timelines.....	54
8. Service Level Agreements (SLA).....	57
8.1 SLA During Implementation Phase.....	57
8.2 SLA During Operations and Maintenance Phase.....	59
8.3 SLA Components.....	60
8.4 SLA for Manpower provided by Service Provider.....	66
8.5 SLA for Bus Operators.....	66
9. Bill Of Materials.....	77
10. Commercial Terms.....	79
11. Payment And Settlement Terms.....	80
12. Intellectual Property Rights ('IPR').....	83
13. Data Ownership and Data Security.....	84
14. Termination.....	85
15. Confidentiality.....	86

16. Indemnity .....	86
17. Settlement of Disputes .....	87
18. Force Majeure .....	88
19. Exit Management .....	88
20. Annexures .....	89
Annexure 1: Functional Details of Driver Ticketing Hardware .....	89
1.1 Issuance of Tickets & Validation of Off-board Tickets, mobile tickets, Closed-loop Smart Cards, Passes & NCMC Cards.....	89
1.2 Access To Driver ticketing hardware .....	90
1.3 Data Stored and Transmission .....	91
1.4 Smart Card and Mobile Application Usage with Driver ticketing hardware.....	91
1.5 Performance Requirements.....	92
Annexure – 2: Technical Specifications .....	93
Annexure – 3: Functional Details of Fare Collection System (FCS) .....	105
3.1 Integration With All System Components.....	105
3.2 Reconciliation And Real-Time Reporting.....	105
3.3 Database Management System .....	105
3.4 Security Management.....	106
3.5 Tickets And Revenue Reports .....	106
Annexure – 4: Deficiency List of Fare Collection System Manpower.....	107
Annexure – 5: Functional Details of Passenger Count Audit System .....	108
Annexure – 6: Digital Assistants’ Role.....	109
5.1 Onboard Digital Assistants.....	109
5.2 Off-Board Ticketing Staff.....	109
5.3 Training and Statutory Compliance (Applicable to All Manpower deployed by Service Provider)	110
Annexure 7: Change Request Note Format.....	111
Annexure 8: Consortium Agreement Format .....	113
Annexure 9: Non-Disclosure Agreement .....	116
Annexure 10: Power Of Attorney For Lead Bidder of Consortium .....	119
Form – 1: Letter of Application and Interest.....	121
Form – 2: Checklist of Submissions.....	123
Form – 3: General Information of Bidder .....	125
Form – 4: Non-Blacklist Self Declaration Form.....	127
Form – 5: Financial Capability.....	128
Form – 6: Technical Qualification .....	129
Form – 7: Financial Bid Format .....	133
Form – 8: Earnest Money Bank Guarantee Format.....	134
Form – 9: Power of Attorney (POA) for Signing the Bid .....	135
Form – 10: Performance Bank Guarantee Format.....	136

Form – 11: Pre-Contract Integrity Pact .....138  
Form – 12: Details of Bank Account for Refund of EMD.....141  
Annexure 11: Form of Agreement.....142

## Notice Inviting Tender (NIT)

**Madhya Pradesh Yatri Parivahan and Infrastructure Ltd.**  
(State Transport Undertaking under Transport Department of Madhya Pradesh)

### NOTICE FOR INVITING TENDER (NIT)

RFP Number MPYPIL/RFP/2026/9

Bhopal, Dated: 20/05/2026

**“Request For Proposal (RFP) for Selection of Fare Collection Agency for PM E-Bus  
Sewa Scheme in Madhya Pradesh”**

MPYPIL invites proposals for Selection of Fare Collection Agency for the E-Buses to be operated under PM E-Bus Sewa Scheme in Madhya Pradesh.

For detailed scope and other terms and conditions, please refer the RFP document available at <https://mptenders.gov.in>. Interested Agencies who qualify as per the criteria mentioned in the RFP document, may submit their proposals online through the <https://mptenders.gov.in> only latest by 04/06/2026 till 3.00 PM.

Any updated, corrigendum, addendum etc. shall be made available only at the MP Tenders portal <https://mptenders.gov.in>

Managing Director  
Madhya Pradesh Yatri Parivahan and Infrastructure Ltd.

## Guidelines for E-Tender

Instructions regarding e-tendering are as follows:

- i) For participation in e-tendering module for any department, it is mandatory for prospective bidders to get registration on website [www.mptenders.gov.in](http://www.mptenders.gov.in) by making online registration fees payment.
- ii) Tender documents can be purchased only online and downloaded from website [www.mptenders.gov.in](http://www.mptenders.gov.in) by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Bids are required to be signed online using class – III Digital Signature Certificate, Bidders are advised to obtain the same at the earliest. For information regarding issue of Digital Signature Certificate, bidders may visit website [www.mptenders.gov.in](http://www.mptenders.gov.in). Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for any delays in issue of Digital Signature Certificate and in submission of bid thereof. Amendments to RFP, if any, would be published on website only, and not in newspaper.
- v) Bidder must positively complete online e-tendering procedure at [www.mptenders.gov.in](http://www.mptenders.gov.in). Department shall not be responsible for any delay / difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- vi) For any type of clarification bidders can visit [www.mptenders.gov.in](http://www.mptenders.gov.in) and / or contact no. 0120-4001002 / 4001005, Mail id: support-eproc@nic.in Support timings: 24x7.
- vii) Any bidder submitting the tender by his Digital Signature Certificate should invariably upload the scanned copy of the Authority Letter/POA or Board Resolution which authorizes the signatory of the bid to make the proposal. This shall be up-loaded along with the Proposal online.

## Fact Sheet

1	RFP Number	MPYPIL/RFP/2026/9
2	Nature of Project	Request For Proposal (RFP) for Selection of Fare Collection Agency for PM E-Bus Sewa Scheme in Madhya Pradesh
3	Tender Inviting Authority	Managing Director, Madhya Pradesh Yatri Parivahan and Infrastructure Ltd.
4	Date of issue of RFP document	20/05/2026
	Last date for Submission of Pre-Bid Queries in prescribed format as mentioned in RFP	25.05.2026 at 3:00 PM (IST) (Email ID- <a href="mailto:admin.mypil@mp.gov.in">admin.mypil@mp.gov.in</a> )
	Date of Pre-Bid Meeting	Mode: Online Date and Time: 26/05/2026 at 3:00 PM (IST)  Access Details: (Online meeting link will be shared via email with those who request to join the Online Pre-bid Meeting) Note: No physical attendance shall be permitted. All queries shall be submitted through emails sent to the official E-mail Id given for communication prior to the pre-bid meeting as per the format specified in the Tender.
5	Consortium / Joint Venture	Allowed.
8	Bid Submission start date	30.05.2026 at 3:00 PM (IST)
9	Last date of bid submission	04.06.2026 at 03:00 PM (IST)
10	Date of opening of Technical Bids	05.06.2026 at 05:00 PM (IST)
11	Place of Submission & Opening of Proposals	Online on <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a>
12	Date of Presentation	To be communicated to Bidders, who qualify the Preliminary Scrutiny
13	Date of opening of Financial Bids	Would be communicated to shortlisted bidders through email, who have qualified technical evaluation criteria.
14	E-mail ID for Communication	<a href="mailto:admin.mypil@mp.gov.in">admin.mypil@mp.gov.in</a>
15	Language of all Communication	English

16	Language of proposal	English
17	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
18	Place of Submission, Opening of Proposals	Online on <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
19	Address	Transport Department, Vallabh Bhawan-II, First Floor, Bhopal Madhya Pradesh, Pin: 474006, Phone: 0755-2708370 Email: <a href="mailto:admin.mypil@mp.gov.in">admin.mypil@mp.gov.in</a>
20	Bid Document Fee (Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand only) plus applicable taxes in the form of Online Payment through e-procurement portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
21	Earnest Money Deposit (EMD)	Rs. 71,50,000/- (Rupees Seventy-one lakh fifty thousand only) to be paid online on MP Tenders portal
22	Performance Guarantee	10% of overall contract value (in the form as defined in RFP)
23	Validity of Performance Guarantee	90 days beyond the contract period
24	Proposal's Validity	180 days from the last date of bid submission, same may be extended by MPYPIL by sending relevant communication to the bidders.
25	Currency	The currency for all prices should be expressed in Indian Rupee (INR)
<p><b>Note:</b></p> <p>1) MPYPIL reserves all the rights to cancel the process and reject any or all the proposals at any time.</p> <p>2) No contractual obligation whatsoever does arise from the RFP document/process unless and until a formal contract is signed and executed between MPYPIL and the successful proposers.</p> <p>3) MPYPIL disclaims any factual or other errors in the RFP document (the onus is purely on the individual proposers to verify such information) and the information provided therein are intended only to help the proposers to prepare a logical proposal.</p>		

## Definitions

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

1. **‘Agreement’** means the Agreement entered between the Service provider and MPYPIL, along with all schedules and annexures to this Agreement and includes any variation orders and other amendments made in accordance with this Agreement.
2. **‘Bid’** means the entire proposal, including all its parts and sections, submitted by a Bidder in response to this Tender for implementation of the Project.
3. **‘Bidder’** means the party who submits Bids offering their solution(s), service(s), and / or materials for implementation of the Project as described in this Tender.
4. **‘CERT-IN’** means the Indian Computer Emergency Response Team. It is a national nodal agency established in January 2004 under the Ministry of Electronics and Information Technology (MeitY) to handle cyber security threats, such as hacking and phishing, in India.
5. **‘Change Request’** means communication from one Party to the other Party to make changes within the quantities, specifications, services, or Scope Of Work as described in this Tender.
6. **‘Contract Term’** means the time duration of Six (6) years from the Date of signing the contract. The Service provider and MPYPIL may, by mutual written agreement, extend the time period for the contract for a further period of Three (3) years on same terms and conditions as that of original contract or on “Extension Terms” granted by MPYPIL based on the performance of Service Provider. With provision of extension of another Three (3) years upon mutual agreement between MPYPIL and Service Provider, on same terms and conditions as that of original contract or on “Extension Terms” granted by MPYPIL.
7. **‘CPI Authority’** means Department of Economic Affairs, Ministry of Finance, Government of India
8. **‘CPI’** means the Consumer Price Index for India, as published by the CPI Authority. For the purposes of the Tender and the Agreement, the reference CPI shall be the CPI for ‘General Index (All Groups)’ for ‘All India’ region ‘Urban’ sector with the ‘Base Year’ of the CPI being the year 2024.
9. **‘Digital Assistants’** means personnel deployed by service providers in PM E-Buses to assist the drivers for passenger awareness, assisted adoption, and on-board support, and shall not be treated as employees of the MPYPIL.
10. **‘Digital Payments’** means online payments and any other cashless payments collected by Service provider on behalf of the MPYPIL, such as but not limited to online payments for paper/mobile tickets/Closed loop smart cards/passes, online recharges of closed-loop smart cards/passes, etc.
11. **‘Digital Transactions’** shall mean online transactions performed on Fare collection system

to generate tickets successfully through cash payments, closed loop smart cards, passes, mobile app, NCMC cards, UPI, or any other online payment method. All the digital transactions performed on Handheld devices/ETIMs/Driver Consoles to validate pre-issued paper tickets, mobile app tickets, closed-loop smart cards, NCMC, passes, using QR code/NFC etc. All online transactions that are performed to issue closed-loop cards/passes, check their validity & balance, and recharge the closed-loop cards/passes.

12. **'Driver Ticketing Hardware'** comprises of driver console with touch screen, thermal printer, QR Code/NFC validator required which provides all functions for seamless ticketing
13. **'Digital Ticketing System'** stands for the cloud-based Ticket issuing system using Driver Ticketing hardware and Handheld devices or ETIMs with any mode of digital payment enabled.
14. **'ETM or ETIM'** means Electronic Ticketing Machine or Electronic Ticket Issuing Machine
15. **'Execution Date'** means the date on which this Agreement is executed by the Parties.
16. **'Financial Bid'** means the financial proposal submitted by a Bidder in response to this Tender.
17. **'Fare Collection System (FCS)'** means the system to be implemented by Service Provider to issue tickets and recharge closed loop smart cards/passes by collecting payments through cash/UPI/closed loop smart cards/passes/mobile tickets etc. at Buses and off-board ticketing locations operating under PM E-bus Sewa.
18. **'Go-Live'** means the date of launch of the Project with all required functionalities, to the satisfaction of the MPYPIL, as certified in writing by the MPYPIL.
19. **'GPS'** means Global Positioning System
20. **'Implementation Phase'** means the tenure of engagement of Service Provider from the start date of contract term till the end date of contract term, the engagement shall include the operations and maintenance (O & M) period specified in the RFP and contract. The engagement period shall be extended based on any "Extension Terms" granted by MPYPIL and mutually agreed by both the Service Provider and MPYPIL.
21. **'Lead Bidder'** means the member of a consortium who is responsible for the highest percentage share of works amongst all the members of that consortium, as calculated by ascribing a monetary value to each of the members' share of works; where the sum of all the monetary values assigned to each member's share of works should not exceed the Total Project Value.
22. **'LOA'** means the 'Letter of Award' issued by MPYPIL to the Service provider to confirm their selection to implement Project under the terms of this Tender.
23. **'Monthly Invoice Amount'** means the total amount invoiced by the Service provider for the calendar month for the Project.

24. **‘NCCM’** means National Common Mobility Card.
25. **‘NFC’** means ‘Near Field Communication.’
26. **‘Open System PPI’** means ‘Open System PPI’ as defined by the RBI vide Master Direction DPSS.CO. PD. Number1164/02.14.006/2017-18 or amended latest.
27. **‘Operations & Maintenance (O & M) Period’** shall mean the duration commencing from the Go-Live Date and continuing until the end of the Contract Term, including any extensions granted in accordance with the provisions of the Agreement.
28. **‘Party’** refers to MPYPIL or the Service provider individually, and **‘Parties’** refer to both MPYPIL and the Service provider.
29. **‘Passenger Count Audit’** means the technology-enabled process of monitoring, verifying and reconciling passenger count and financial data of bus operations & fare collection to ensure transparency and accountability.
30. **‘Per KM Service Charge’** means the amount quoted by the Service provider as the ‘Per KM Service Charge’ in their Financial Bid inclusive of all applicable statutory taxes, duties, levies, and cess, except Goods and Services Tax (GST).
31. **‘Platform Downtime’** means accumulated & unplanned time during which the Platform is totally inoperable within the Scheduled Operation Time, except under Force Majeure conditions, and is measured as the minutes elapsed from the time the Platform is detected as totally inoperable until the Platform is restored for operations.
32. **‘Platform’** means the entire set of software applications including the technology platform, or any of the individual software applications or components of the technology platform deployed for Project, as the context may require.
33. **‘Product’** means any web and mobile based services, or materials comprising commercially released, pre- release or beta products (whether licensed or at no charge), and any derivatives thereof which are made available to the MPYPIL, which is published by the Product’s rightful owner, or its affiliates, or a third party.
34. **‘Project’** means to collect ticket fare, issue tickets, verifying tickets on behalf of MPYPIL comprising a comprehensive technology suite.
35. **‘RBI’** means the Reserve Bank of India.
36. **‘Request For Proposal’** or **‘Tender’** means this request for proposal document prepared by MPYPIL for the selection of Service provider for implementing the Project.
37. **‘Requirements’** include all the documents prepared by MPYPIL for the implementation of the Project, including the Scope of Work, SLA, schedules, details, description, statements of technical data, performance characteristics, and standards (both Indian and International), as applicable and specified in this Tender.
38. **‘Scheduled Maintenance Time’** means the time that the Platform is not in operation due to a scheduled planned maintenance activity while the Buses are not operational.

39. **‘Scheduled Operation Time’** means the scheduled operating hours of the Platform for the calendar month, less the Scheduled Maintenance Time for the same calendar month.
40. **‘Scope Of Work’** means all work, activities, services, deliverables described in Tender and also any other works that are important for the success of buses operating under PM E-Bus Sewa in Madhya Pradesh state. The Fare collection system shall be compatible & integrated with corresponding modules of MPYPIL’s ITMS System like AVLS, AFCS, Passenger counting, PIS, MIS reports and Dashboards etc. Service provider shall execute the project on mutually agreed terms between both parties i.e. Service Provider and MPYPIL. In case of any disagreement, the decision of the ‘Managing Director’ shall be binding to both the parties
41. **‘Fare Collection Agency’ (“Service Provider”)** means the Bidder, who is selected for implementation of Fare collection System and all the related features in scope defined by MPYPIL.
42. **‘SLA’** means Service Level Agreement(s)
43. **‘Smart Card’** means a chip-enabled closed-loop cards designed to facilitate seamless fare collection and access across public transportation systems such as metro, buses, and parking. It can be either **contact-based** or **contactless** and shall operate in a **closed loop** (restricted to a specific transit network).
44. **‘Technical Bid’** means the technical proposal submitted by a Bidder in response to this Tender.
45. **Project Development Period** – means the tenure of the engagement of the Service provider, including all extension periods, starting from the date of execution of the Agreement until the Go-Live date.
46. **‘Working Days’** means a day other than a Saturday, a Sunday and a public holiday as notified by the Central or State Government.
47. **‘Aspirational EPKM’** means the target Earnings Per Kilometer (EPKM) benchmark defined by MPYPIL for each city for the purpose of incentive calculation.
48. **‘Achieved EPKM’** means net EPKM excluding revenue from any such tickets which are issued/ validated and subsidized under any Government/ authority scheme as the case may be.
49. **“Monthly Assured Kilometers for Service Provider”** means the number of kilometers for which MPYPIL shall make payment to Service Provider if the buses do not perform the scheduled kilometers due to no fault of Service Provider excluding Force majeure.

## Abbreviations

S. No.	Word	Abbreviation
1	MPYPIL	Madhya Pradesh Yatri Parivahan & Infrastructure Limited
2	MPTD	Transport Department, Madhya Pradesh
3	RFP	Request for Proposal
4	PM	Prime Minister
5	E-Bus	Electric Bus
6	MoHUA	Ministry of Housing and Urban Affairs
7	MP	Madhya Pradesh
8	SLA	Service Level Agreement
9	QCBS	Quality cum Cost Based Selection
10	GCC	Gross Cost Contract
11	PBG	Performance Bank Guarantee
12	FCS	Fare Collection System
13	EMD	Ernest Money Deposit
14	ETM/ETIM	Electronic Ticketing Machines/ Electronic Ticket Issuing Machine
15	OEM	Original Equipment Manufacturer
16	UAT	User Acceptance Testing
17	STQC	Standardization Testing and Quality Certification
18	NCMC	National Common Mobility Card
19	MIS	Management Information System
20	GoMP	Government of Madhya Pradesh
21	QR	Quick Response
22	UPI	Unified Payments Interface

<b>S. No.</b>	<b>Word</b>	<b>Abbreviation</b>
23	DBFCS	Driver-Based Fare Collection System
24	API	Application Programming Interface
25	PSU	Public Sector Undertaking
26	MEITY	Ministry of Electronics and Information Technology
27	NPCI	National Payments Corporation of India
28	RBI	Reserve Bank of India
29	GoI	Government of India
30	STQC	Standardization Testing and Quality Certification
31	CERT-IN	Indian Computer Emergency Response Team
32	LLP	Limited Liability Partnership
33	VC	Video Conferencing
34	LOA	Letter of Award
35	IP	Internet Protocol
36	RBAC	Role-Based Access Control
37	EPF	Employee Provident Fund
38	ESIC	Employees' State Insurance Corporation
39	ULB	Urban Local Body
40	STU	State Transport Undertaking
41	SPV	Special Purpose Vehicle
42	PA/PG	Payment Aggregator / Payment Gateway
43	PCI- DSS	Payment Card Industry Data Security Standard
44	EMVCo	Consortium with control split equally among Visa, Mastercard, JCB, American Express, China UnionPay, and Discover
45	DPDP	Digital Personal Data Protection

<b>S. No.</b>	<b>Word</b>	<b>Abbreviation</b>
46	VAPT	Vulnerability Assessment and Penetration Testing
47	ISO/IEC	International Organization for Standardization / International Electrotechnical Commission
48	EPKM	Earnings Per Kilometer
49	AFCS	Automated Fare Collection System
50	AVLS	Automatic Vehicle Location tracking System

# 1. Introduction

## 1.1 About MPYPIL

Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL) is a Government of Madhya Pradesh State Transport Undertaking established to support the planning, implementation, operation, and management of passenger transportation and transport-related infrastructure initiatives across the State of Madhya Pradesh. MPYPIL functions as an implementing and operational agency for various transport-linked programs, IT-enabled platforms, and citizen-centric services aimed at improving efficiency, accessibility, safety, and transparency in the public transport ecosystem of Madhya Pradesh. The organization works in close coordination with concerned State Government Departments, Transport Authorities, Corporations, and other stakeholders. The activities of MPYPIL include implementation and operation of digital transport systems, passenger facilitation services, infrastructure support initiatives, helpdesk and call-center operations, field-level execution, data management, and administrative support services, as assigned by the State Government from time to time.

## 1.2 Introduction to MP PM e-Bus Sewa

Under the PM e-Bus Sewa Scheme, a total of 972 Electric Buses have been approved by the Ministry of Housing and Urban Affairs (MoHUA), Government of India, for 6 municipal bodies of the Madhya Pradesh state (Bhopal–245, Indore–395, Gwalior–100, Jabalpur–100, Ujjain–100, Sagar–32).

Under Phase-1 of this scheme, Letters of Award (LoA) have already been issued to the successful bidder (Bus Operator) and E-buses across 6 municipal bodies (Bhopal–100, Indore–150, Gwalior–100, Jabalpur–100, Ujjain–100, and Sagar–32) have been allotted.

S. No.	Name of Municipal Body	Number of Approved e-Buses	Number of Buses to be Operated in Phase-1	Number of Buses to be Operated in Phase-2
1	Bhopal	245	100	145
2	Indore	395	150	245
3	Gwalior	100	100	-
4	Jabalpur	100	100	-
5	Ujjain	100	100	-
6	Sagar	32	32	-
<b>Total</b>		972	<b>582</b>	390

Bus Operator for Phase-2 of PM E-Bus Sewa is yet to be decided. In Phase-2, tentatively 390 Electric Buses have been approved for two (2) municipal bodies (Bhopal–145, Indore–245).

As part of this RFP, Fare collection for 582 e-buses of Phase-1 of PM E-Bus Sewa shall be done by the ‘Service Provider’ (referred as ‘Service Provider’ in this RFP) appointed by MPYPIL. MPYPIL may direct the same Service Provider for Fare collection activity in the 390 or more buses of PM E-Bus Sewa Phase-2 based on the Service Provider's performance in the Phase-1 Buses of PM E-Bus Sewa. On MPYPIL's direction, Service Provider shall be obligated to extend the Fare collection services in PM E-bus Sewa Phase-2 buses, on same terms and conditions as that of original agreement.

The operation of e-buses under this scheme will be carried out under the Gross Cost Contract (GCC) Wet Lease Model. Bus operators will be paid a per-kilometer rate per bus by MPYPIL. Tasks to be performed by Bus operator are as below,

- Providing / Procuring E-Buses
- Providing Bus drivers for electric bus operations.
- Maintenance of electric Buses.
- Maintenance of the Bus Depots.
- Installation of Electric Vehicle Power Supply Equipment at required locations.
- Payment of electricity bills and related use within the bus depot

For efficient operation of these e-buses, a separate fare collection agency will be required, which can provide technology-based Fare collection using Cash, Closed-loop Smart Cards, NCMC (National Common Mobility Card), Mobile app-based Pass/Mobile Ticket and Electronic Ticketing Machines (ETIM), UPI (Unified Payments Interface) and other digital payment methods. Thus, Fare collection shall be done by a separate ‘Service Provider’ appointed by MPYPIL.

### 1.3 Request for Proposal

As per the applicable rules, policies, and guidelines of the Government of Madhya Pradesh and Government of India, Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL) intends to select a Fare Collection Agency for Fare collection in PM e-Bus Sewa services.

This Request for Proposal (RFP) document is neither a recommendation nor an invitation to enter into any contract, agreement, or other arrangement in respect of the services. The provision of services shall be subject to the prescribed selection process and execution of appropriate documentation and agreements between MPYPIL and the selected agencies, as identified by MPYPIL upon completion of tendering process

### 1.4 Objective of Project

MPYPIL envisages to implement a Driver-Based Fare Collection System (DBFCS) to modernize fare collection in public bus services by issuing Bus tickets through Drivers, to reduce revenue leakage, to improve revenue assurance, enhance transparency, improve passenger convenience, and to encourage digital ticketing system while reducing dependency on conductors.

The project aims to:

- a) Enable driver-operated ticketing through integrated hardware and software solution.
- b) Promote cashless and digital payments, improving efficiency to reduce revenue leakages.
- c) Establish a Passenger Count Audit and surveillance mechanism to monitor ticketing compliance and passenger counts.
- d) Support behavioral transition of passengers and drivers through assisted onboarding during the initial phase.
- e) Ensure data-driven monitoring, reporting, and enforcement of fare collection operations.

## 2. Instructions to Bidders

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

### 2.1 General Instructions

- 1) MPYPIL invites Bids for the implementation of the Project as described in this Tender.
- 2) The term of the contract shall be for the time duration of Six (6) years from the Date of signing the contract. The Service provider and MPYPIL may, by mutual written agreement, extend the time period for the contract for a further period of Three (3) years on same terms and conditions as that of original contract or on “Extension Terms” granted by MPYPIL based on the performance of Service Provider. With provision of extension of another Three (3) years upon mutual agreement between MPYPIL and Service Provider, on same terms and conditions as that of original contract or on “Extension Terms” granted by MPYPIL
- 3) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the Requirements. Bidders may wish to consult their own legal advisers in relation to this Tender.
- 4) All information supplied by the Bidder shall be treated as contractually binding, after successful award of the Tender.
- 5) No commitment of any kind, contractual, or otherwise shall exist unless and until an Agreement has been executed by or on behalf of the MPYPIL.
- 6) MPYPIL may cancel this selection process at any time prior to an Agreement being executed by or on behalf of the MPYPIL.
- 7) Bids must not be received later than Bid Submission Last Date. The Bids that are received after the Bid Submission Last Date shall not be considered.
- 8) No oral conversations or Agreements with any official, agent, or employee or advisors of MPYPIL shall affect or modify any terms of this tender, and any alleged oral

Agreement or arrangement made by a Bidder with any agency, official, or employee or advisors of MPYPIL shall be superseded by the Agreement.

- 9) Neither the Bidder nor any of Bidder's representatives shall have any claims whatsoever against MPYPIL or any of their respective officials, agents, or employees arising out of or relating to this tender or these procedures (other than those arising under the Agreement in accordance with the terms thereof).
- 10) All Bids and accompanying documentation of the Technical Bid shall become the property of MPYPIL and shall not be returned.

## 2.2 Eligible Bidders

- I. The Bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India. On the date of bid-submission, the bidder should not have been in the status of ineligibility for corrupt or fraudulent practices. On the date of bid submission, the Bidder should not be blacklisted by any Central or State government body/PSU (Public Sector Undertaking).
- II. The Bidder should not have any conflict of interest with any parties included in the Tender process.
- III. The Bidder must submit their details in the format prescribed in 'Form – 2: Checklist of Submissions'
- IV. Bids may be submitted in either of the following categories of bidders only: (a) Sole Bidder (b) Consortium

### **a) Sole Bidder**

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

### **b) Consortium**

- i. Bids can be submitted by a consortium of parties.
- ii. The roles, responsibilities, and Scope of Work shall be distributed among the consortium members in such a way that the Lead Bidder shall be responsible for delivering works worth at least 51% of the Total Project Value
- iii. The total number of consortium members cannot exceed 2 (two), including the Lead Bidder of the consortium.
- iv. The consortium must provide details of formation of the consortium and the role and responsibilities of each member of the consortium, with reference to Project.
- v. The consortium must execute the Consortium Agreement and provide Power of Attorney (POA) to the Lead Bidder of Consortium in the format given in Annexure 10. The Bidder shall include the original executed Consortium Agreement along with their

Bid.

- vi. MPYPIL reserves the right to suggest role re-allocation, if it finds that the role and responsibilities allocated to the consortium members are not commensurate with their qualifications and capability.

## 2.3 Sub-Contracting

The Service provider may use the services of a sub-contractor to leverage its specialized experience in particular fields. Sub-contracting shall be subject to the following conditions:

- a) All agreements between sub-contractors and Bidder or Lead Bidder in case of a consortium, shall be legal agreements.
- b) Sub-contracting should not dilute the responsibility and liability of the Service provider.
- c) If any sub-contractor needs to work under this tender along with the Service Provider, details of sub-contractor that the service provider plans to hire must be subject to MPYPIL's approval. The Project Incharge of the project or the Managing Director of MPYPIL shall approve or disapprove sub-contractor based on merit.
- d) MPYPIL reserves the right to subject sub-contractors to legal clearances and security clearances as it may seem necessary.

## 2.4 Right to terminate the process

- o MPYPIL may terminate the selection process at any time without assigning any reason. MPYPIL makes no commitments, express or imply, that this process shall result in a business transaction with anyone.
- o This Tender does not constitute an offer by MPYPIL. The Bidder's participation in this process may or may not result in selection for the implementation of the Project.

## 2.5 Rejection criteria

Besides other conditions and terms highlighted in the Tender, Bids may be rejected under following circumstances:

- a) Bids not qualifying under eligibility criteria.
- b) Bids submitted without EMD or proper Tender document fees.
- c) Bids submitted without the supporting documents as mentioned in the Tender
- d) Bids received through any platform other than MP Tender Portal as mentioned in the Tender.
- e) If the information provided by the Bidders is found to be incorrect or misleading at any stage or time during the selection process.
- f) Any effort on the part of a Bidder to influence the MPYPIL's evaluation, bid

- comparison or selection decisions.
- g) Bids without signature of person(s) duly authorised.
  - h) Technical Bid containing, whether directly or indirectly, financial details or any such hints, calculations, and / or extrapolations or records.
  - i) Revelation of prices in any form or by any reason before the opening of Financial Bids.
  - j) Failure to furnish all information required in this Tender or submission of a Bid not substantially responsive to the Tender in every respect.
  - k) Bidders not quoting for the complete Scope of Work, and any subsequent information given to the Bidders.
  - l) Bidders not complying with the general terms and conditions stated in the Tender; or Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work, general terms and SLA of this Tender.
  - m) If it is found that Bidders have Bid separately under different names for the Project, all such Bids shall stand rejected and EMD and Tender fees shall be forfeited, and such Bidders shall be liable at the discretion of the Purchaser for further penal action including blacklisting.
  - n) If it is found that multiple Bidders have uploaded separate Bids under different names but with common addresses or are managed or governed by the same person/persons jointly or severally, such Bidders shall be liable for penal and legal action including blacklisting.
  - o) If after selection of the Service provider, it is found that the accepted Bid violated any of the directions pertaining to participation, the Agreement shall be liable for cancellation at any time during the Term in addition to penal action including blacklisting against the Service provider.

### 3. Bid Submission Instructions

#### 3.1 Tender Document Fees and Purchase

- 1) The Bidders shall download the tender document online through MP Tender Portal <https://mptenders.gov.in> . No offline or manual purchase of Tender documents shall be permitted.
- 2) The Bidders must pay the Tender document fee online on <https://mptenders.gov.in> MP Tender Portal only.
- 3) The Tender document fee shall not be refundable and shall not be exempted for any Bidder.

## 3.2 Pre-bid meeting and clarifications

### 3.2.1 Pre-Bid queries

- a) Bidders may submit their queries or seek clarification by sending e-mails at [admin.mpypil@mp.gov.in](mailto:admin.mpypil@mp.gov.in)
- b) Bidders must ensure that their queries reach MPYPIL by email on or before the last date for sending pre-bid queries as mentioned in the Fact Sheet. Queries received after the due date mentioned in Fact Sheet and/or any to a new query raised during the pre-bid meeting shall not be considered.
- c) Queries must be submitted in the specified format only via e-mail by an authorized representative of the bidder.

Name of the Firm / Address of the Firm			
Name / Designation / Contact Number / Email ID of Authorized person:			
S.No.	Section / Page Number	Content of RFP requiring Clarifications	Change/ Clarification Requested

- d) MPYPIL shall not be responsible for confirming receipt of bidders' queries. Requests for clarifications after the Bid query last date specified in the fact sheet shall not be considered by the MPYPIL.
- e) The objective of the pre-bid queries and clarification is to inform bidders about the RFP and project requirements and to provide an opportunity to seek clarification on any aspect of the RFP or the project. However, MPYPIL reserves the right to conduct or reschedule the Pre-Bid meeting as and when necessary.
- f) The pre-bid meeting shall be conducted through Video Conferencing (VC) mode only.
- g) Only two representatives from each bidder's organization may attend the pre-bid meeting.
- h) Please contact the Managing Director, MPYPIL, (E-mail: [admin.mpypil@mp.gov.in](mailto:admin.mpypil@mp.gov.in)) for any query related to pre-bid meeting and to obtain the VC link.

### 3.2.2 Response to Bidders Queries

- 1) MPYPIL shall endeavour to provide timely responses to queries. However, MPYPIL does not guarantee the completeness or accuracy of any response given in good faith, and it does not commit to answering all queries submitted by the bidders.
- 2) MPYPIL may, at any time prior to the last date of bid submission and for any

reason—whether on its own initiative or in response to a request for clarification by a prospective bidder—amend the RFP document with a corrigendum.

- 3) Any corrigendum and responses to bidders' queries shall be posted on the MP Tenders portal <https://mptenders.gov.in>
- 4) Any issued corrigendum shall be considered a part of this RFP.
- 5) To give prospective bidders reasonable time to consider the corrigendum, MPYPIL may, at its discretion, extend the deadline for bid submissions as written the corrigendum.

## 4. Preparation of Bid

### 4.1 Bid Preparation Conditions

- a) The Bidder shall prepare the Bid based on details provided in the RFP document. It must be clearly understood that the quantities, specifications, or any diagrams that are included in the RFP are intended to give the Bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by MPYPIL.
- b) The Bidder shall carry out the sizing of the solution based on their own assessment and analysis, which may include the use of modelling techniques wherever necessary.
- c) The Bidder must propose a solution best suited to meet the requirements. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this RFP are required to meet the conceptual design and/or requirements of the RFP, all such changes shall be included in the Technical Bid and their financial impact, thereof, shall be included in the Financial Bid.
- d) If, during the sizing of the solution, any additional product that is not listed in the RFP is required to be included to meet the conceptual design, performance requirements, and other requirements of tender, all such product(s) should be included by the Bidder in the Technical Bid and their financial impact included in the Financial Bid.
- e) MPYPIL shall in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the selection process.
- f) If at any stage during the Contract Term, the solution proposed does not meet the functional requirements, conceptual design, performance requirements, Service Level Agreements, and any other requirements of the RFP, the Bidder shall revise the required specifications and/or quantities as proposed by the Bidder in its Bid to meet the said objectives/targets. All such provisions shall be made by the Bidder within the quoted price, at no additional cost to the MPYPIL, and without any impact to

MPYPIL whatsoever.

- g) Bidders shall ensure that all hardware, software and services offered are in compliant with the prevailing standards or norms prescribed by Government of India such as MoRTH, NCMC, MEITY (Ministry of Electronics and Information Technology), NPCI (National Payments Corporation of India), RBI (Reserve Bank of India), STQC (Standardization Testing and Quality Certification), CERT-IN (Indian Computer Emergency Response Team), MoHUA, PA/PG (Payment Aggregator / Payment Gateway) norms, PCI- DSS (Payment Card Industry Data Security Standard), EMVCo standards, DPDP (Digital Personal Data Protection) Act, 2023 rules/guidelines, and other relevant technical specifications.

## 4.2 Bid Preparation Costs

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

## 4.3 Earnest Money Deposit ('EMD')

- a) Bidders shall submit, along with their bids, the EMD as per the details mentioned in the Fact Sheet.
- b) The EMD of all technically qualified bidders shall be refunded by MPYPIL after submission of the Performance Guarantee by the Service provider.
- c) The EMD amount is interest free and shall be refundable without any interest thereon.
- d) In case a Bid is submitted without the EMD, then MPYPIL shall reject the Bid without providing an opportunity for any further correspondence with the Bidder concerned.
- e) The EMD may be forfeited:
  - If a Bidder withdraws its Bid during the Bid Validity Period
  - If the Service provider fails to provide the Performance Guarantee as required at the time of signing the Agreement; or
  - If the Service provider fails to sign the Agreement in accordance with this Tender within 15 days from the issue of the LOA by the MPYPIL.
- f) The Bidders are required to pay the Earnest Money Deposit (EMD) amount mentioned in the Fact sheet online on MP Tenders portal before Technical bid opening date along

with technical bid.

#### 4.4 Bidder's Authorisation

- a) The 'Bidder' as used in the Tender shall mean the entity or person who has signed the Tender Forms. The Bidder may be either the Principal Officer or their duly Authorised Representative; in either case, s/he shall submit a power of attorney. All certificates and documents (including any subsequent correspondence) received hereby, shall be furnished, and signed by the Authorised Representative.
- b) The authorisation shall be indicated by written power of attorney as per the format in 'Form – 9: Power of Attorney for Signing the Bid' for bidders, accompanying the Bid in the name of the signatory of the Bid.
- c) Any change in the Authorized Representative of the Bidder shall be intimated to MPYPIL in advance and in writing.

#### 4.5 Address for Correspondence

The Bidder shall send all official correspondence to MPYPIL's official e-mail address [admin.mpypil@mp.gov.in](mailto:admin.mpypil@mp.gov.in)

#### 4.6 Local Conditions

- A. It shall be incumbent upon each Bidder to fully acquaint with the local conditions and other relevant factors such as applicable laws which would have any effect on the preparation of the Bid and performance of the Bidder and / or the cost. MPYPIL shall not entertain any request for clarification from the Bidders regarding such conditions.
- B. Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for providing services before the Agreement shall in no way relieve the Service provider from performing the tasks in accordance with the Tender.
- C. Neither any change in the time schedule of the Tender nor any financial adjustments to the Contract awarded under the bidding documents shall be permitted by MPYPIL on account of failure of the Bidders to apprise themselves of local laws and site conditions.

#### 4.7 Site Visits by The Bidder

The Bidder may visit and examine the E-Buses/bus stands/bus depots/field visit/MPYPIL's office, at a time to be agreed with MPYPIL and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid document). The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The cost of visiting the site(s) shall be at the Bidder's own expense.

## 4.8 Language

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

## 4.9 Bid Validity Period

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

# 5. Eligibility Criteria and Valuation

## 5.1 Pre-Qualification Criteria

The pre-qualification criteria are given below:

S. No	Bidder's Competency	Supporting Documents
	<b>Pre-Qualifying Criteria</b>	
PQ-1	<p>The bidder must be a legal entity i.e. a Company/Partnership firm/Limited Liability Partnership (LLP) registered in India as:</p> <ul style="list-style-type: none"><li>• a company registered under the Companies Act, 2013; or</li><li>• a partnership firm registered under the Indian Partnership Firm Act, 1932; or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008.</li></ul>	<ul style="list-style-type: none"><li>▪ Copy of Certificate of Incorporation/Registration</li><li>▪ Memorandum &amp; Articles of Association/Registered Partnership deed/Partnership Agreement signed by Authorized Signatory of Bidder as applicable.</li><li>▪ Copy of PAN/TAN and Copy of GST Registration certificate</li></ul>
PQ-2	<p>Bidder should not have been blacklisted or debarred by any Central/ State/ Local Government/ PSU as on date of submission of bid.</p>	<p>Declaration by the Bidder (as per the format provided in Form – 4: Non-Blacklist Self Declaration Form)</p>

<b>S. No</b>	<b>Bidder's Competency</b>	<b>Supporting Documents</b>
<b>Pre-Qualifying Criteria</b>		
PQ-3	Bidders' office in Bhopal	<p>1. Bidder shall have an office in Bhopal on the date of submission of Bid. If not, the bidder shall submit an "Affidavit" duly stamped and notarized to undertake that if selected they shall set-up a dedicated office in Bhopal within 60 (Sixty) days from the date of award of contract.</p> <p>2. The successful Bidder must Obtain Madhya Pradesh State GST Registration prior to submission of first Invoice after the award of contract. No Bill shall be processed for Payment by MPYPIL without a valid Madhya Pradesh state GST number.</p>
<b>Financial Eligibility Criteria</b>		
<b>S.No.</b>	<b>Bidder's Competency</b>	<b>Supporting Documents</b>
PQ-4	The Bidder must have an average annual turnover of at least ₹10 (Ten) crores for 3 (Three) consecutive financial years from F.Y. 2022-23 to F.Y. 2025-26 as per the audited balance sheets.	Turn over certificate from a Statutory Auditor/Chartered Accountant with UDIN (Unique Document Identification Number) specifying the annual turnover of the Bidder for the specified years with net worth, as per the format provided in Form – 5: Financial Capability
PQ-5	The Bidder should have positive average net worth for 3 (Three) consecutive financial years from F.Y. 2022-23 to F.Y. 2025-26 as per the audited balance sheets.	The net worth certificate must be issue by Statutory Auditor/Chartered Accountant with UDIN Number, duly certified and attested as per the format provided in Form – 5: Financial Capability

S.No	Bidder's Competency	Supporting Documents
Technical Eligibility Criteria		
PQ-6	<ol style="list-style-type: none"> <li>1. The Bidder should have valid Labour license certificate from Labour Department, Govt. of Madhya Pradesh</li> <li>2. The Bidder should be registered with Govt. of India's Employee Provident Fund (EPF) organization and Employees' State Insurance Corporation (ESIC)</li> </ol>	<ol style="list-style-type: none"> <li>1) If Bidder does not have a valid labour license, they shall submit an "Affidavit" duly stamped and notarized to undertake that if selected they shall apply for the labour license with Govt. of Madhya Pradesh within 60 (Sixty) days of award of contract.</li> <li>2) Valid Registration Certificates</li> </ol>
PQ-7	<p>The Bidder should have Experience in implementing Fare collection system in deployment of at least one project of Intelligent Transport Management Systems/ Integrated Transit Management System/ Integrated Transport Management System (ITMS)* project for any transport corporation Central/State Government/STU/SPV/ ULB (Urban Local Body) or Smart City in India, in the last 5 (Five) financial years.</p> <p>OR</p> <p>The Bidder should have Experience in Deployment and management of fare collection-related manpower or equivalent project for any transport corporation of Central/State Government/STU/SPV/ ULB (Urban Local Body) or Smart</p>	Certificate or letter from the client entity.

	<p>City in India, in the last 5 (Five) financial years.</p> <p>*ITMS project here stands for implementation of a project including,</p> <p>(i) AFCS (Automatic Fare Collection System) or</p> <p>(ii) AVLS (Automatic Vehicle Live Location Tracking System) + Passenger App, or</p> <p>(iii) Passenger Count Audit System.</p>	
--	---	--

## 5.2 Technical Qualification Criteria

Evaluation of the Technical and Financial proposals shall be based on Quality and Cost Based Selection (QCBS) mode with weightage of 70:30 for technical and financial proposals, respectively. The Technical Qualification of each Bidder who has qualified the Pre-Qualification Criteria shall be evaluated based on the criteria given below to calculate the 'Total Technical Score' out of 100.

S.No.	Criteria	Maximum Marks	Aggregate Marks
1	Firms' Experience		70
(i)	<p>Experience in performing digital transactions for intra-city passenger vehicles of any transport corporation of Central/State Government/STU/SPV/ ULB (Urban Local Body) or Smart City in India in the last 5 (Five) financial years, prior to the Bid submission deadline date.</p> <p>Number of Digital Transactions:            50,00,000 to 1,00,00,000 - 5 marks            1,00,00,001 to 1,50,00,000- 10 marks            1,50,00,001 or more - 15 marks</p> <p>Documents needed:            Certificate or letter from the client entity/concerned organization.</p>	15	

S.No	Criteria	Maximum Marks	Aggregate Marks
(ii)	<p>Number of buses: Experience in deployment of Digital Ticketing System for intra-city Passenger buses of any transport corporation of Central/State Government/STU/SPV/ ULB (Urban Local Body) or Smart City in India in the last 5 (Five) financial years prior to the Bid submission deadline date.</p> <p>Fleet size (total number of buses): Minimum 50 to 250 Buses - 5 marks 251 to 500 Buses - 10 marks More than 500 Buses - 15 marks</p> <p>Documents needed: Certificate or letter from the client entity/concerned organization.</p>	15	
S. No	Criteria	Maximum Marks	Aggregate Marks
(iii)	<p>Experience in deployment and management of fare collection related manpower for intra-city Passenger buses for any Central/State Government/STU/SPV/ ULB (Urban Local Body) or Smart City in India in the last 5 (Five) financial years prior to the Bid Submission Deadline.</p> <p>For the purpose of this qualification, eligible experience shall include deployment of manpower in any of the following roles: (i) Onboard personnel assisting fare collection and passenger interface (including digital assistants); and/or (ii) Off-board or spot ticketing personnel deployed at bus stops, terminals, or interchange points using ticketing devices or technology-enabled systems.</p> <p>Number of Personnel: Minimum 300 to 450 Personnel- 5 Marks 451 to 750 Personnel - 10marks More than 750 Personnel- 15 marks</p> <p>Documents needed: Certificate or letter from the client entity.</p>	15	

S. No	Criteria	Maximum Marks	Aggregate Marks
(iv)	<p>Experience in Ticket issuance performed by Bus driver using driver consoles integrated with a backend fare collection system for intra-city Passenger buses for any State/Central Government/STU/ SPV/ ULB (Urban Local Body) or Smart City in India in the last 5 (Five) financial years prior to the Bid Submission Deadline</p> <p style="text-align: center;">or</p> <p>Experience in deploying GPS enabled Tap-in Tap-out Digital ticketing solution integrated with a backend fare collection system for intra-city Passenger buses for any State/Central Government/STU/SPV/ ULB (Urban Local Body) or Smart City in India in the last 5 (Five) financial years prior to the Bid Submission Deadline.</p> <p>Number of Projects implemented:  1 (one) Project - 5 marks  2 (two) Projects - 10 marks  More than 2 (two) Projects - 15 marks</p> <p>Documents needed: Certificate or letter from the client entity/concerned organization.</p>	15	
(v)	<p>Experience in deployment of digital fare collection with different payment modes for intra-city Passenger buses for any Central/State Government/STU/SPV/ ULB (Urban Local Body) or Smart City in India in the last 5 (Five) financial years, prior to the Bid Submission Deadline. Successful deployment of FCS with the capability of performing digital payment transactions.</p> <p>Payment Mode capability used for digital payments:  1) Mobile app/QR code-based ticket – 2.5 marks  2) National Common Mobility Card (NCMC) – 2.5 marks  3) UPI – 2.5 marks  4) Closed Loop Smart Cards – 2.5 marks</p> <p>Documents needed:  Certificate or letter from the client entity/concerned respective organizations</p>	10	

2	Technical Presentation and Demo		Maximum Marks	Aggregate Marks
2 (a)	Understanding of Project Scope: Clarity in understanding objectives, components (AFCS, Automatic Location tracking, passenger count audit), and implementation challenges.	4 marks	8 Marks	30
2 (b)	Proposed Solution Architecture: Quality of system design, scalability, interoperability, and integration with existing infrastructure.	4 marks		
2 (c)	Implementation Methodology & Timelines: Practical and detail rollout plan, milestones, risk mitigation, and resource allocation.		4 marks	
2 (d)	Dashboard Design & Usability i.e., Analytics & Reporting Tools: Design and usability, ability to visualize real-time data, integration with core systems like AFCS, AVLS (GPS), Passenger count Audit, analytics and reporting capabilities, role-based access and security features, alert mechanisms, and scalability.		4 marks	
2 (e)	Successful Demonstration of Proof of Concept (POC) for Driver based Ticketing System		14 Marks	
TOTAL				100

- Evaluation of methodology proposed i.e., understanding the scope, approach and methodology and plan shall be done based on the technical presentation before the tender evaluation committee.
- Technically qualified bidders shall be called for presentation on the above before the tender evaluation committee constituted by the MPYPIL.

### 5.2.1 Minimum Qualifying marks in Technical Evaluation

The minimum qualifying marks for Technical Evaluation shall be **40**. MPYPIL shall evaluate Financial Bids of the Bidders only if they qualify for all Pre-Qualification Criteria and score minimum of **40 marks** for the overall Technical Evaluation.

## 5.3 Key Terms and Conditions for Evaluation

- a) The Bidders are required to submit all the required documentation in support of the evaluation criteria specified for the pre-qualification and technical evaluation.

- b) At any time during the Bid evaluation process, MPYPIL may seek written clarifications from the Bidders. MPYPIL may also seek input from its own professional and technical experts in the evaluation process.
- c) MPYPIL reserves the right to do a reference check of the past experience stated by Bidder. Any feedback received during the reference check shall be included during the pre-qualification and technical evaluation process.
- d) MPYPIL reserves the right to accept or reject any or all Bids without providing any reasons whatsoever, and such decision shall be final and binding on all parties.
- e) Financial bids of bidders who fail to meet the technical qualification criteria shall not be opened.

## 5.4 Evaluation of Bid

- The evaluation shall be carried out only if the said bids are complete and computationally correct.

## 5.5 Financial Evaluation

- 1 MPYPIL shall evaluate Financial Bids of the Bidders only if they qualify for all Pre- Qualification Criteria and score minimum 40% of the overall Technical Evaluation Criteria.
- 2 The Bidders shall submit their ‘Per KM Service Charge’ amount as per the format provided in Financial Bid Format (ANNEXURE Number 10, Form-7). The amount quoted by the Bidder must be in INR and greater than 0 (zero).
- 3 The formula for determining the financial scores (Sf) under QCBS evaluation of the Bid is the follows:
  - The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
  - The formula for determining the financial scores (Sf) of all other proposals is calculated as following:
  - $Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.
  - The weights given to the Technical (T) and Financial (P) Proposals are:  
T =70%, and P = 30%
  - Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = St \times T + Sf \times P$ .
- 4 If the bidder who has the highest combined score withdraws i.e., the Service

provider fails to provide the security as may be required for the performance of the contract or fails to sign the Agreement, or otherwise withdraws from the tender process, MPYPIL shall initiate a fresh tendering process. Under no circumstances shall the bid of the second- highest bidder be considered for award. MPYPIL reserves the right to forfeit EMD of the successful bidder in case of withdrawal.

- 5 If there is any misrepresentation in financial or technical bid of the Bidder, then such case may lead to the disqualification of the Bidder. If disqualification/ rejection occurs after the bids have been opened and the successful bidder gets disqualified/ rejected, the tender shall stand cancelled without any further notice. In such a case, MPYPIL shall initiate a fresh tendering process. Under no circumstances shall the bid of the second-highest bidder be considered for award.
- 6 In case of a tie between the bidders having same highest total score, the bidder with the higher technical score shall be awarded the contract.

## 5.6 Notification and acceptance of Selection

- a) Prior to the expiration of the Bid Validity Period, MPYPIL shall notify the Service provider via a LOA (Letter of Award) in writing or email, that their Bid has been accepted. MPYPIL shall also send the Service provider the draft Agreement for execution along with the notification of selection.
- b) The Service provider must:
  - Accept their selection by returning a signed and stamped copy of the LOA within 07 (seven) days of receipt of LOA; and
  - Deposit the Performance Guarantee within 15 days of receipt of LOA.
  - Finalise and execute the Agreement within 15 days of receipt of LOA.Failing any of which, MPYPIL may at their own discretion can choose to cancel the selection of the Service provider and / or forfeit the EMD money / or call for fresh Bids from interested Bidders.
- c) In case the selection process is not completed within the Bid Validity Period, MPYPIL may request Bidders to extend the Bid Validity Period of their Bids.

## 5.7 Performance Guarantee

1. The bidder must submit the Performance Guarantee within 30 days from the date of issuance of the LOA (Letter of Award), in the form of a Bank Guarantee letter as per the format prescribed in Form – 10; or in the form of Bank Fixed Deposit (FD) or Demand Draft (DD) issued by any nationalized bank of India. Performance Guarantee amount shall be equivalent to 10% (ten percent) of the annual contract value.

OR

The Bidder shall submit an Insurance Surety bond equivalent to 10% (ten percent) of annual contract value. The Insurance Surety bond shall be issued by IRDAI accredited insurance company. The Insurance Surety Bond submitted must remain valid for entire Contract Term.

2. The Performance Guarantee submitted must remain valid for entire Contract Term+ 90 days beyond the contract period. The Performance Guarantee shall be renewed annually prior to end date of validity period.
3. All charges with respect to the Performance Guarantee (such as bank charges, commissions, etc.) shall be borne by Bidder.
4. Upon the earlier occurrence of the Contract Term's expiration, Project completion, or mutually agreed contract termination, MPYPIL shall return the Performance Guarantee to the Service provider after deducting all the impending penalties specified in Service Level Agreements (SLA) and after all the Terms of termination & Exit management conditions are met.
5. No interest will be paid on the Performance Guarantee.
6. In the event of delay in project completion or extension of the warranty/defect liability period, the Service provider shall be solely responsible for extending the validity and claim period of the Performance Guarantee, as and when required, without any cost to the MPYPIL. Failure to do so may result in invocation of the Performance Guarantee and/or termination of the contract.
7. Notwithstanding and without any prejudice to any rights whatsoever of MPYPIL under the Agreement, the Performance Guarantee amount shall be payable to MPYPIL as compensation if:
  - a. The Service provider fails to discharge their contractual obligations during the Contract Term; or
  - b. MPYPIL incurs any loss due to Service provider's negligence or failure to complete its obligations as per the Agreement; or
8. MPYPIL shall notify the Service provider in writing, to exercise its rights, for receiving such compensation, indicating the contractual obligations for which the Service provider is in default, and allow 14 (fourteen) working days' notice to the Service provider for remedial.

## 5.8 Execution of Agreement

MPYPIL and Service provider must execute an Agreement between them within 15 (fifteen) days from the issuance of the LOA, incorporating all clauses, pre-bid clarifications and the Bid of the Service provider, and any other terms and conditions that may be necessary for the successful implementation of the Project.

Service provider shall execute the project on mutually agreed terms and conditions between both parties i.e. Service Provider and MPYPIL. In case of any disagreement, the decision of the 'Managing Director' shall be binding to both the parties

## 6. Scope of Work

### 6.1 Project Scope

The activities, features, modules, services, deliverables & any other works explained in scope of work of this RFP document are important for the success of Driver-Based Fare Collection System (DBFCS) of PM E-Bus Sewa in Madhya Pradesh state. The Fare collection system should be compatible & integrated with the Automatic Vehicle Location Tracking System (AVLS), Automatic Fare Collection System (AFCS), Passenger counting, Passenger Information System (PIS), Management Information System (MIS) reports and Dashboards etc. of MPYPIL's ITMS System.

The Fare Collection system shall provide Vehicle location tracking system, Passenger counting system and all financials related details like Fare collection, Number of Tickets or passes issued, cash collected, successful payments made, payments failed, mode of payments, Number of tickets issued by Driver & Digital assistants, off-board ticketing staff, Number of passengers travelled on daily basis and MIS reports shall be made available to MPYPIL on Service Provider's platform.

In future, the Service Provider shall migrate all the data to a central ITMS system developed for all Public buses operating under MPYPIL. All the modules and applications of the PM E-BUS SEWA shall be made available on MPYPIL central ITMS system on any other Government of Madhya Pradesh or Government of India systems on the direction of MPYPIL. No additional amount shall be paid to Service Provider for these integrations and migrations. The central ITMS system shall host all the regional routes and will have adequate storage infrastructure.

MPYPIL shall not access any duplicate systems/modules/applications provided by Service Provider after the central MPYPIL ITMS system is in Go-Live. MPYPIL shall access all the relevant and historic data of PM -E BUS SEWA Fare collection system (FCS) on its central ITMS system only. All the systems, modules, web and mobile applications in scope of MPYPIL ITMS central system shall be explored by service provider and all the features & systems in scope of this RFP shall be integrated with MPYPIL ITMS central system accordingly.

### 6.2 Role of Service provider

1. The Bidder shall act as a Fare Collection Service Provider and shall collect ticket fares

and issue passes/closed-loop smart cards strictly on behalf of MPYPIL.

2. All farebox revenue shall belong to MPYPIL. The cash collection and reconciliation shall be done by the Service Provider as per the mechanism defined by MPYPIL. The Number of Tickets issued against the Number of Passengers travelled shall be reconciled by Service Provider for each Bus trip operated on a calendar date and final reconciliation shall be submitted to MPYPIL on daily basis.
3. The Service provider shall design, supply, deploy, integrate, operate, and maintain the comprehensive Driver-Based Fare Collection System as described in this RFP
4. Service Provider shall install and maintain all the necessary hardware devices of fare collection system like on-board hardware devices, off-board ticketing devices, validators, Point-of-sale devices etc. during the contract period
5. The Service provider shall provide all necessary manpower for day-to-day operations of Fare collection system like digital assistants in the bus and off-board ticketing staff at specified locations, cash collectors at depot, security team at depot, management, operation and maintenance of the Fare collection system hardware and software during the contract period.
6. The cash collected through ticketing and recharge of passes & smart cards onboard/offboard by driver/digital Assistants/Off board ticketing staff shall be deposited by digital assistants/Off board ticketing staff at the cash collection counters operated by Service Provider at the Bus depots.
7. Service provider shall be given an immovable space by MPYPIL at each Bus depot across all cities mentioned in scope. The service provider shall set-up and pay the cost of all the movable furniture, security personnel, cameras, vault, power, power back-up and all other necessary infrastructure at the bus depot for cash collection and safekeeping.
8. The Service Provider shall deposit all the daily cash collected in the designated escrow accounts set-up for each city in scope of this RFP by MPYPIL by next Working Day. Payments made by commuters using digital (online) transactions shall be deposited in the same escrow accounts. The terms and conditions of the escrow accounts shall be defined by MPYPIL.
9. Service Provider shall distribute around Rs.200 of cash in different denominations to each Digital Assistant and Off-board ticketing staff before the start of their shift to provide change to the passengers who perform cash transactions. The Digital Assistants shall give this cash to the Drivers of their corresponding bus to perform ticketing. At the end of the shift, digital assistants will recover Rs.200 from Driver in addition to the fare collected in cash and deposit it back at the cash collection centres located at each depot.
10. Service Provider shall appoint, train, deploy Digital Assistants, Off-board ticketing staff, Cash collectors, and Helpdesk staff to MPYPIL and maintain their duty rosters

throughout the project term. Service Provider shall train the Drivers on how to operate Driver Ticketing System periodically as directed by MPYPIL.

11. Service Provider shall maintain the human resource management activities of all the manpower provided by them like attendance, leave management, payroll etc.
12. Salary, EPF, Insurance, Gratuity for all the manpower appointed by Service Provider except Digital Assistants deployed in the PM E-buses, shall be provided by the Service Provider as per the labour laws and statutory obligations of Madhya Pradesh Government. Service Provider shall make sure to provide the monthly salary to their manpower before the end of first week of the following month.
13. Dress code for the manpower of fare collection system shall be approved by the MPYPIL. The uniform for the manpower shall be provided by the Service provider.
14. Service Provider shall ensure issuance of charged and functional ETIMs/Handheld devices to digital assistants and power charging of ETIMs/Handheld devices daily.
15. The SIM cards for Driver consoles and ETIMs/Handheld devices shall be procured by service provider. Service provider shall take care of monthly recharge of the SIM cards for mobile data to provide seamless operation during contract period.
16. Service provider is obligated to monitor and report any deviation of SLAs defined in the bus operators' contract to the authority as a part of their monthly report.
17. Service Provider shall set up Help Desks at all the cities in scope to support & address grievances of all stakeholders of Fare Collection System like passengers, drivers, digital assistants, off-board ticketing staff, service centers, vigilance staff etc.
18. The cost of Help desk i.e. furniture, help desk telephone/mobile communication, manpower, non-interrupted power supply etc. shall be incurred by Service Provider
19. The thermal roll paper for ticketing shall be provided by Service Provider.
20. Daily Waybill for each Digital Assistant on duty shall be provided by Service provider to enter ticket and cash details for each duty schedule.
21. Service Provider shall execute public outreach campaigns throughout the contract period to promote ridership and digital ticketing adoption in PM E-Buses. The public outreach campaign's methodology, content and media shall be pre-approved by MPYPIL.
22. Service Provider shall execute public outreach campaigns to promote digital ticketing through Social media promotions (Facebook, Instagram, X, YouTube etc.), Geo-targeted ads and influencer collaborations, SMS and WhatsApp promotional alerts etc.

23. Service Provider shall generate, issue, validate, maintain & manage closed-loop Smart Cards. They shall recharge, check, manage/update balance of smart cards. All smart cards provided by Service Provider shall be compatible with ETIMs and Driver Consoles of all buses of PM E-Bus Sewa and all other passenger buses running under MPYPIL in the state of Madhya Pradesh.
24. Service Provider shall be given immovable space by MPYPIL at specified locations along with off-board ticketing locations, to set-up smart card/pass issuance center at each city in scope. MPYPIL shall issue letters to concerned authorities to provide power and network connections to these places. The cost of power supply, power back-up, hardware like furniture, network connections, manpower, non-interrupted power supply, Desktop/laptop, Smart Card reader, Writer, Printer, Scanner etc. and the software system to enter to validate & feed passenger data in the smart cards, to check balance, to recharge card, to update balance and to cancel smart card etc. shall be provided by Service Provider.
25. The service Provider shall not publish advertisements on any ticketing media without prior approval from MPYPIL, any revenue generated from advertisements displayed on any fair/ticketing media shall be divided between MPYPIL and Service Provider in the ratio of 80:20 respectively.

## 6.3 Key Components for Fare Collection System

The Service provider shall be responsible for the supply, deployment, integration, operation, and maintenance of a comprehensive Driver-Based Fare Collection System, including hardware, software, manpower support, and Passenger Count Audit mechanisms, as detailed under the following modules:

1. Driver-Based Fare Collection System
2. Passenger Count Audit & Compliance
3. Digital Assistants & Offboard Ticketing
4. Dashboard and Analytics System
5. Help Desk/Call Centre
6. Training, Capacity Building and Knowledge Transfer
7. Closed-loop Smart card platform

### 6.3.1 Driver-Based Fare Collection System (DBFCS)

The Service provider shall implement a driver-operated ticketing system enabling bus drivers to issue tickets, collect fares and accept digital payments without the presence of a conductor, this fare collection system shall be fully integrated with the central AFCS.

**I. On-Board Hardware Devices:** The Service provider shall supply, install, commission, integrate, test and maintain the following hardware:

- **Driver Console with Touchscreen, Thermal Printer & QR (Quick Response) code /NFC (Near-Field Communication) scanner**

Vehicle-grade rugged device mounted near the driver with following features,

- Has Thermal printer
- Validates QR code and/or NFC by scanning
- Validates paper tickets, mobile tickets, passes, smart cards, NCMC cards by swiping or by tap-in & tap-out system or scanning QR/NFC

- **Handheld Devices/ETIMs**

Service Provider shall provide handheld devices/ETIMs for Digital Assistants, off-board ticketing staff and vigilance staff to issue/validate tickets,

- In the bus, in case of Driver console failure
- Fare Collection software outage
- When there is no Internet/power supply

- **Data SIMs for required Hardware**

The Service provider shall provide SIM cards and recharge SIM cards for data to ensure internet connectivity for smooth functioning of the deployed system

- **Hardware Device Installation and commissioning**

Service Provider shall,

- Mount Driver Consoles in the PM E-buses
- Provide handheld devices & technology to issue tickets by Digital Assistants
- Regulated power supply of hardware devices under the scope with surge protection
- Secure mounting and tamper detection
- Install the software/applications in all hardware devices
- Upgrade the software/applications in hardware devices if there any changes are made at OEM (Original Equipment Manufacturer) or MPYPIL ITMS end

## **II. Fare Collection System Software & Applications**

The Service provider shall provide driver-based ticketing software with following minimum functionalities:

- Driver & Digital Assistant authentication and role-based access
- Trip initiation and trip closure

- Stage-wise and category-wise fare selection
- Issuance of paper and/or digital tickets
- Online Payment Transaction support by UPI (Unified Payment Interface), Smart card, NCMC (National Common Mobility Card), Digital wallets
- Real-time transaction capture
- Offline ticketing with automatic synchronization
- Should Display the real time Passenger Count in the bus
- Top-up/recharge of smart card and passes
- Integration with AFCS of MPYPIL ITMS
- Maintain fare rules, bus routes, stages, passes and concessions

### **III. Automatic Fare Collection System (AFCS) of MPYPIL ITMS**

The Service provider shall implement and operate a centralized AFCS that shall:

- Aggregate all ticketing and payment transactions
- Generate revenue, reconciliation and audit reports
- Maintain AFCS system/application uptime, response time, Passenger count Audit logs at the backend.
- Provide secure APIs (Application Program Interfaces) for integration with:
  - MPYPIL MIS / CCC (Centralized Control Centre)
  - MPYPIL Mobile Application
  - Smart cards/NCMC systems
  - Third-party analytics systems

### **IV. Digital Payment System**

The Service provider shall enable acceptance of digital payments including:

- UPI
- National Common Mobility Card (NCMC) [the FCS provided by Service Provider need to support NCMC cards, issuance of NCMC is not in scope]
- Closed-loop Smart Cards
- Mobile App./Digital wallets

The Digital Payment system shall ensure:

- Secure and encrypted transactions
- Transparent settlement and reconciliation reporting
- Only MDR (Merchant Discount Rate) shall be given by MPYPIL. Any other card issuance charge, transaction charge, processing fees etc. shall be borne by the Service Provider.

- The onboarding of Banks/Payment Systems/Payment Gateways shall be done by Service Provider.

The Fare collection system shall comply with RBI PA/PG (Reserve Bank of India, Payment Aggregator / Payment Gateway) norms, PCI- DSS (Payment Card Industry Data Security Standard), NPCI (National Payments Corporation of India), closed loop smart card & NCMC card standards and DPDP (Digital Personal Data Protection) Act, 2023.

The initial Fare Collection system shall be implemented as a driver-based fare collection system. Upon achieving high digital payment penetration, MPYPIL and the Service provider may, by mutual agreement, evaluate the feasibility of deploying a Tap-in Tap-out system on selected routes or corridors. Any such deployment shall be treated as a change request, with scope, commercials, and timelines mutually agreed

## **V. Data Hosting, Security and Privacy Compliance**

The Service provider shall comply with the following:

- All data shall be hosted in MeitY-approved Indian data centers
- All data shall remain exclusive property of the MPYPIL
- Compliance with IT Act 2000, DPDP Act 2023 and ISO/IEC (International Organization for Standardization / International Electrotechnical Commission) 27001
- Encryption of data at rest and in transit
- Annual VAPT (Vulnerability Assessment and Penetration Testing) by CERT-IN empaneled audits
- Disaster recovery with restoration within 12 hours
- Mandatory breach notification within 30 minutes

### **6.3.2 Passenger Count Audit & Compliance**

The Service provider shall implement a camera-based passenger counting system and Passenger Count audit system to evaluate the tickets issued against Number of passengers travelled to ensure transparent fare collection system.

#### **- Camera-Based Passenger Counting System**

Cameras are installed in E-Bus, Service Provider shall provide a software system for the below,

- Capture boarding and alighting counts at backend system
- Generate time-stamped, trip-linked passenger data
- Perform cloud-based analytics

#### **- Passenger Count Auditing & Compliance**

The Service provider shall deploy Passenger Count Audit system that shall compare the passenger count with ticketing data and Flag discrepancies such as:

- Variance between physical passenger count on the bus and FCS transactions (i.e. Number of Tickets issued, pass verified)
- Ticket Issuing Device non-usage
- Number of Cash Transactions Vs. Cash collected
- The Service provider shall Conduct remote audit of flagged trips (which have difference in passenger count and corresponding revenue collection) and Submit audit reports within 24 hours

### 6.3.3 Digital Assistants & Offboard Ticketing staff

#### **I. Digital Assistants**

The Service provider shall deploy,

- Digital Assistants to assist passengers with ticketing and payments
- Digital Assistants to Support drivers during operations
- Promote adoption of digital fare collection

#### **II. Offboard Ticketing staff**

At selected locations on bus routes identified by MPYPIL, the Service provider shall,

- Deploy Off-board ticketing staff to issue Offboard tickets and issue & recharge Passes and smart cards at selected locations identified by MPYPIL
- Provide handheld devices & technology to issue tickets
- All offboard tickets shall be issued through FCS
- Support digital payments, be auditable and reconciled

#### **III. Tenure and Phase-Out**

- Digital Assistants shall be deployed for up to two (2) years and their tenure may be extended based on need and approval by MPYPIL
- The Service provider shall submit an Exit plan and implement a structured phase-out plan based on the adoption of Driver based Fare collection system (DBFCS).
- No claim for continuation, absorption, or extension of digital assistants and any personnel or manpower appointed by service provider shall be entertained upon completion of the transition period.

### 6.3.4 Dashboard and Analytics System

The Service provider shall provide a web-based Dashboard that shall display the below KPIs in the Configurable Dashboards,

- Bus Number, Route, Date & Time, real-time Passenger count in the Bus
- Bus Number, Route, Date & Time, Total Number of Passenger count, Tickets Issued, Fare Collection
- Integrate Live tracking with Bus operator/SPV application & display the same
- Display Real time Fare collection details in a Bus route
- Display Fare collected through different modes of Payments
- Tickets Issued Through Different modes of Payment
- Bus Number, Route, Date & Time, real-time Passenger count Fare reconciliation
- All the KPIs should be configurable
- Dashboards shall Generate reports and export them in Excel/CSV/PDF file formats
- Role-based access to Dashboard and Reports
- Display FCS system uptime, response time and Passenger count audit logs

### 6.3.5 Helpdesk

To establish an escalation mechanism Service Provider shall set up Helpdesks at all cities in scope of this RFP to support & address grievances of all stakeholders to connect and help all stakeholders of the Fare collection system.

The stake holders shall include Passengers, Digital Assistants, Drivers, off-board ticketing staff, cash counter staff, smart card issuance staff, operation & maintenance staff and other manpower deployed by Service Provider, Hardware device service centers, Service provider offices, vigilance staff, MPYPIL regional and state head office etc.

MPYPIL shall provide immovable place & power supply to Service Provider at each city in scope to set-up Helpdesk. The cost of Help desk i.e. furniture, help desk telephone/mobile communication, network connection, manpower, non-interrupted power supply, cost of power supply etc. shall be incurred by Service Provider.

### 6.3.6 Training, Capacity Building and Knowledge Transfer

The Service provider shall:

- Conduct operational and technical training of every newly recruited manpower resources like drivers, Digital Assistants, on-ground support staff, operations staff, management staff, control center staff and all the manpower appointed by service provider
- Train MPYPIL ticket checking (vigilance) staff
- Hands-on training of all stakeholders on FCS hardware devices
- Soft skills and customer interaction behavioral training
- Provide User manuals and training materials in English and Hindi
- Conduct refresher training for all staff using fare collection system every 6 (Six) months during contract term to ensure smooth operation

- Complete formal knowledge transfer and all related project closure activity documents project closure report, all user manuals & SOP, project related technical and non-technical documents, knowledge transfer documents etc. prior to contract closure

### 6.3.7 Closed-loop Smart Card Platform

Service Provider shall provide a comprehensive closed-loop Smart Card Issuance & Management platform to monitor and manage the lifecycle of the closed-loop smart cards. The closed-loop Smart Cards shall be used by daily commuters in the form of passes, pre-paid commute cards etc.

#### **Card Issuance & Management system**

This system shall allow following processes related to smart cards:

- Issuance of Smart Card against minimum KYC (Know Your Customer) Name, Mobile number and OTP (One Time Password)
- Personalization of Smart Card
- Recharge of Smart Card through payment by cash, UPI or any other payment modes
- Renewal of Smart Card
- Validation of Smart Card
- Replacement of Smart Card under various categories: Lost / stolen, Defective, Damaged etc.
- Blacklisting of card and its re-instatement
- Surrender and block of Smart Card
- Inventory management (for Smart Card and Smart Card personalization apparatus) etc.

#### **Smart card personalization and issuance**

Service providers shall set-up physical counters at each city in scope. MPYPIL shall provide immovable space and power supply to set-up the smart card centres. The cost of power supply, power back-up, hardware like furniture, network connections, manpower, non-interrupted power supply, Desktop/laptop, Smart Card reader, Writer, smart card Printer, Scanner, computer systems, webcam and software etc. The software system to enter to validate & feed passenger data in the smart cards, to check balance, to recharge card, to update balance and to cancel smart card etc. shall be provided by Service Provider.

Smart Card platform shall provide the following features to support the Fare collection system:

- Machine readable Smart cards (through QR code/NFC)
- Smart cards readable at Driver consoles and ETIMs in all Passenger bases of MPYPIL and PM E-Bus Sewa
- Smart Card Validation

- Smart Card Balance Check
- Recharge smart cards via UPI, Cash & any other payment modes
- Update smart card balance and validity on successful recharge
- Deducting balance accordingly on successful transaction
- Displaying error and not deducting balance on failed transaction
- Updating Number of rides, checking routes, balance and validity in smart card-based passes

### **Smart Card Security Requirements**

1. Smart card platform shall reject the invalid smart cards
2. Device-to-Smart Card communication shall be secured using multiple security keys and layers of information protection or encryption to mitigate risk against the possibility of being “hacked” or read by any unauthorized devices.
3. Security keys / SAM (Secure Access Module / Secure Application Module) associated with the Close Loop Smart Card and devices shall be provided by Service Provider to MPYPIL in a sealed envelope.
4. The changes in security keys / SAM at any point during contract period shall only be done after written approval from MPYPIL. The changes in security keys / SAM shall be provided in writing to MPYPIL.
5. Providing SAM and Getting the L3 certification done for all the ETIM and Driver Consoles (for multiple make and model devices)
6. Issuance Closed-loop Smart Card and performing payment transactions as per the Rules and Policies of Government of India for Closed Loop Smart Card

### **6.3.8 Integrations**

- Integrate Vehicle Location Tracking Device (VLTD) and panic button installed in the PM E-Bus Sewa buses to maintain tracking history, live location, alerts, and assess the daily kilometers travelled by bus for checking compliance of SLAs of the Bus Operator.
- Integration with payment systems
- Integrate all the hardware devices with the backend software/application and MPYPIL ITMS
- Integrate the data feed from the automatic passenger count system installed in the PM E-bus Sewa buses.
- Integrate the data feed from the CCTV cameras installed in the PM E-bus Sewa buses with the FCS

### **6.3.9 Hardware and software Certifications**

- Make sure all hardware devices are tested and certified accordingly on regular basis

- Get Certifications for hardware devices to meet all MoRTH (Ministry of Road Transport and Highways), AIS (Automotive Industry Standard), Payment systems related, security standards certificates etc.
- Get certification to implement closed-loop smart card platform

## 6.4 Rights and Obligations

### 6.4.1 Rights of MPYPIL

1. To decide all aspects regarding bus operations, including Bus fares, Bus routes, Bus schedules, fleet size of each route to service provider 3 days before duty Rosters are prepared, and 2 days in case of special cases. MPYPIL shall modify these aspects from time to time.
2. To provide discounts/concessions to the passenger for promotional/administrative purposes.
3. To levy penalties and fines as per the SLA (Service Level Agreement) on Service providers
4. To identify, provide permission and space to do off-board ticketing at selected Locations
5. To supervise the performance and execution of the Project.
6. To approve project maintenance activities by service provider
7. To issue fare collection system related Change requests to service provider

### 6.4.2 Obligations Of MPYPIL

- 1) To ensure that best efforts are undertaken to safeguard all hardware and other assets deployed by the Service provider in the Project implementation.
- 2) To provide space at the Bus depots to collect Fare collected at Buses and through off-board ticketing by service providers
- 3) To provide necessary permission and space inside the buses for installation of the required hardware. And allow all the required electric connections and modifications to be made while installation of such hardware.
- 4) In case of physical damage, loss, or theft of hardware installed by Service provider in the Bus & Bus depot by Bus operator or driver, whether willful or otherwise, shall be reported to MPYPIL. MPYPIL shall scrutinize the event within 7 (seven) Working Days of date of reporting and post scrutiny may take necessary action against the respective party.
- 5) In case of any physical damage, loss, or theft of hardware devices, gadgets or any other assets from the bus by the staff of Bus Operator, the compensation shall be borne by

the Bus operator. MPYPIL shall issue notice/memo to Bus operator to compensate the Service Provider

- 6) MPYPIL to pay fully all undisputed invoices raised by the Service provider within 30 (thirty) days of the date of such invoice. If the undisputed invoices raised by the Service provider are not paid by MPYPIL within 30 days (thirty days), an interest rate of 8% (eight percent) per annum shall be added proportionately to the Invoice amount and should be included in the payment made by MPYPIL.
- 7) To provide necessary permission and dedicated space inside the buses and at bus stops, for putting posters to educate and spread awareness about the Digital system.
- 8) To monitor that all stakeholders of PM MP E-bus Sewa, Bus Operators, Service providers, MPYPIL staff and ITMS system staff adhere to protocols and processes laid out by MPYPIL for successful Project implementation and daily operations and processes
- 9) To make the best efforts to ensure the safety of the Service provider's deployed hardware during bus maintenance period, bus parking period, and when the buses are not operational, for any reason.
- 10) To inform the Service provider 2 (two) months in advance of new bus fleet additions to enable the Service provider to arrange all necessary hardware and infrastructure as per the terms of the Tender.
- 11) To ensure that Fare collection system is implemented in all buses operated by MPYPIL under PM E-Bus Sewa during the Term of the Project.

#### 6.4.3 Rights of Service provider

1. To promote campaigns on behalf of the MPYPIL, including digital offerings, promotional items, awareness campaigns with permission of MPYPIL.
2. To utilise any unutilised media in buses, with the express permission of MPYPIL, for the purpose of promoting MPYPIL's digital product offerings.
3. Drivers of Bus Operators, Digital Assistants and off-board ticketing staff shall give the cash collected through Ticket issued in buses to cash collection staff or of Service provider at Cash Collecting centers set-up by Service providers at Bus Depots or at specific locations. Drivers & Digital Assistants shall give bus-wise collection details every day. The collection records for each bus should be reconciled and matched with the cash deposited for each trip by service provider.
4. The Digital payments made in each bus should be mapped with the Bus number and Bus route. The waybill should also have Date & Time stamp, start point of trip, End point of trip, Number of tickets issued, Total fare amount collected etc. to be shared with backend software system for reconciliation and reporting

#### 6.4.4. Obligations of Service provider

- 1) To deliver the scope of this RFP
- 2) To complete implementation of the Fare collection system in buses running under PM E-Bus Sewa as per the timelines and Scope of this RFP agreed with MPYPIL in the Work Agreement/Contract (written document)
- 3) To install driver ticketing console, printer, validator in buses and provide handheld devices/ETIM and all hardware devices in scope for ticketing and vigilance teams
- 4) All amount collected as ticket fare/recharge of Passes or Smart cards through cash or digital transactions by the service provider shall be credited to MPYPIL's escrow accounts provided to the Service Provider. "Reconciliation of cash collected vs. deposited" shall be done on daily basis.
- 5) Along with the installation of hardware devices, it is the obligation of the Service Provider to ensure the hardware devices' connection/integration is established with the backend software application & MIS systems. After MPYPIL ITMS application is Live, service provider shall migrate all data with it and integrate all relevant modules with MPYPIL ITMS.
- 6) Service Provider should also perform initial testing on each installed devices and should make sure they are working fine to make them system ready before Go-Live.
- 7) To create a mechanism for MPYPIL's staff / vigilance teams to validate the tickets and passes
- 8) To provide the required manpower for installation, maintenance and replacement of hardware, remote surveillance, training and technical support across all the cities in scope for this project.
- 9) To set-up Helpdesk to help all stakeholders of the Fare collection System
- 10) Service Provider should also manage and ensure the availability of all fare collection system operation, maintenance, management etc. staff appointed by them to ensure smooth operations of PM E-Bus Sewa for the MPYPIL.
- 11) To meet SLA levels suggested in the agreement.
- 12) There should be a contingency plan in place by Service provider for the availability of hardware devices & infrastructure in case of any unavoidable circumstances or emergency, 10% (Ten percent) of resources should be made available by the service provider as stand-by for Maintenance activities.
- 13) To develop new travel products such as new types of Smart cards/ Passes/ travel schemes etc. in close coordination with the MPYPIL, that are facilitated by the new technology deployed.
- 14) For the success of the Fare Collection System, any development/enhancement or change request suggested by MPYPIL during contract period, should be implemented on mutual

consensus.

## 7. Project Timelines

Milestone	Milestone Completion Timeline (in Days)
<b>Implementation Phase 1</b>	
1. Issue of Work Order (Signing of the Agreement)	T
2. Submission of Project Implementation Plan	T + 7 days
3. Make and model submission and approval of ETIM	T+10 days
4. Make and model submission and approval of Driver console	T+15 days
5. UAT (User Acceptance Testing) Roll-out 1: Implementation and demonstration of complete FCS solution with ETIM, along with installation of software and all hardware devices with successful integration and testing of fare collection system ( <b>Indore +Bhopal + Jabalpur with only ETIM</b> )	T + 35 days
6. UAT for Roll-out 1 by MPYPIL i) UAT to check whether the ETIM and software installed meet the requirements as per RFP scope. Providing test Observations ii) Recruitment of Digital Assistants, Cash collection staff, other management staff, HR & operations staff and security staff with document verification (for Indore+Bhopal+Jabalpur)	T+40 days
7. Procurement and delivery of ETIMs for Phase 1 roll out (for Indore+Bhopal+Jabalpur)	T+40 days
8. Fixing Critical UAT observations.	T+50 days
9. Roll-out Phase-1 Calibrations (i) Configuration and supply of ETIMs for all the buses of the cities in scope ii) Training and Deployment of Digital assistants and all other required manpower at designated cities	T+55 days

10. <b>Roll-out Phase-1:</b> Implementation of complete FCS solution using ETIMs with Digital Assistants at the cities for Phase-1 ( <b>Indore +Bhopal + Jabalpur only</b> )	T+60 days
<b>Implementation Phase 2 – All cities in scope (with Driver console+ ETIM)</b>	
11. Procurement and delivery of Driver console	T+60 days
12. Installation approval Test of Driver console in one Bus	T+65 Days
13. Installation, configuration and testing of Driver console devices in all the buses of (One City) for phase 2 roll out	T+90 days
14. UAT (User Acceptance Testing) of Roll-out Phase – 2: Implementation and demonstration of complete FCS solution with Driver Console & ETIM along with installation of software and all hardware devices with successful integration and fare collection system testing	T + 90 days
15. UAT of Roll-out Phase -2 by MPYPIL UAT to check whether the Driver console & ETIM and software installed meet the requirements as per RFP scope. Providing test Observations.	T+ 95 days
16. Fixing All the observations of Roll-out Phase 1 and Phase 2 UAT	T+110 days
17. Manpower training for Bus Drivers and Digital Assistants, Off-board ticketing staff, and for all staff to be deployed by Service Provider at all cities in scope	T+110 days
18. <b>Go-Live in 1 city, Roll-out of Phase-2 (in all buses of the city):</b> Implementation of complete FCS solution using Driver Console & ETIMs in all the buses of the city with all the features defined in the RFP scope	T+120 days

<b>City Wise Go-Live</b>	
<p>19. Go-Live (Driver based FCS shall be made operational after receiving approval letter for Go-Live from MPYPIL stating the number of PM E-Buses available for each city in scope)</p> <p>i) Procurement of all required hardware devices</p> <p>ii) Installation, configuration &amp; testing of hardware &amp; software</p> <p>iii) Recruitment, Deployment &amp; Training completion of Digital assistants and all other required manpower in the city and</p> <p>iv) Training of Drivers on Driver based FCS</p>	<p>60 days after letter issued by MPYPIL directing for Go-Live in the city in scope</p>
<b>Operations and Maintenance Phase</b>	
20. Operations and maintenance phase	From Citywide Go-Live date till the end of contract term.
21. Digital Assistants Transition Period	From Citywide Go-Live date till the end of two (2) years
22. Extension to operations and maintenance phase	MPYPIL reserves the right to extend the contract for an additional period of up to three (03) years, subject to satisfactory performance and mutually agreed terms and conditions between MPYPIL and the Service provider.

## 8. Service Level Agreements (SLA)

### 8.1 SLA During Implementation Phase

1. The Service provider shall adhere to Project Timelines defined in the RFP document
2. The Service provider shall be penalized with the ‘Implementation Delay Penalty Amount’ for “Each day of delay beyond the respective defined timeline in the RFP”, except under Force Majeure conditions.
3. “Implementation delay penalty Amount” must be calculated as follows,
  - For example, If the Service Provider was supposed to implement FCS in 100 buses in a city, but failed to reach "Go-live" in 50 buses for 15 days beyond the defined timeline in RFP, then the penalty shall be calculated per Bus per city wise as follows,
  - ₹ 500 per bus per day, i.e, ₹500 x 50 buses x 15 days = ₹3,50,000
4. The cumulative maximum Implementation Penalty Amount levied on the Service shall be 10% of project value
5. If the Service Provider fails to reach "Go-live" for all the buses 45 days beyond the defined timeline in RFP, then 100% of Performance Guarantee amount deposited by the Bidder shall be forfeited.
6. SLAs for Project Development & Implementation phase are as below,

#	SLA Description	Expected SLA measurement & Timeline	SLA Penalty
1	Renewal of security audit Driver Console & ETIMs or any other payment systems	10 days before the security Audit expiration date After Go-Live date of project	<ul style="list-style-type: none"> <li>• Rs. 2,000 per day if not completed after expiration date</li> <li>• Cumulative maximum penalty Amount levied for the delay of Security Audit shall be limited to Rs. 1,00,000</li> </ul>
2	Delay in Renewal of any Hardware/Software/ Application certifications	10 days before the security Audit expiration date After Go-Live date of project	<ul style="list-style-type: none"> <li>• Rs. 1,000 per day if not completed after expiration date</li> <li>• Cumulative maximum penalty Amount levied for the delay of Security Audit shall be limited to Rs. 1,00,000</li> </ul>

#	SLA Description	Expected SLA measurement & Timeline	SLA Penalty
3	Resolution of system-down / critical functional failure issues related to the Fare Collection System (FCS) in Go-live environment	Within 30 minutes after issue reported	<ul style="list-style-type: none"> <li>• Rs. 100 for every 30 minutes after SLA breach</li> <li>• Rs. 200 for every 15 minutes after 4 hours of SLA breach</li> <li>• Cumulative maximum penalty Amount levied shall be Rs. 100,000</li> </ul>
4	<p>Resolution and Recovery of any Security issues reported to/identified by MPYPIL or Service Provider or by any of the authorised stakeholders of the Fare collection System of PM E-bus Sewa or any concerned Government Authority. Security issues which impact/compromise/leak Personal data of bus customers or Fare collection Financial Data, caused due to any of the reasons such as,</p> <ul style="list-style-type: none"> <li>• Unauthorized access / hacking to Hardware/Software systems</li> <li>• Personal or Financial or any fare collection system Data leakage or exfiltration</li> <li>• Malware /</li> </ul>	<ol style="list-style-type: none"> <li>1. Security incidents must be acknowledged by Service Provider within 30 minutes of being reported to the Service provider</li> <li>2. Service Provider shall identify the root cause of security issue within 3 hours of report of issue. Service Provider shall notify the Security issue to MPYPIL within 1 hour of report of issue.</li> <li>3. In case of threat to Personal data/Financial data related to stakeholders or any critical threat to the Fare collection system, Service Provider shall introduce downtime with the permission of MPYPIL and recover the system without any data loss within 24 hours (SLAs defined for FCS downtime are not applied during this period).</li> <li>4. Until the system security issues are resolved, Service Provider shall provide a back-</li> </ol>	<ol style="list-style-type: none"> <li>1. Rs. 500 for failure to acknowledge the Security Issue within 30 minutes of report. This Penalty is incremented by Rs. 1000 for every 30 minutes delay. After 4 hours, penalty shall be Rs.3000 for every 30 minutes delay.</li> <li>2. Rs. 1,000 for failure to notify the security issue to MPYPIL within 1 hour of report. Rs.2000 for every delay of 30 minutes thereafter. After 4 hours, penalty shall be Rs.5000 for every 30 minutes delay.</li> <li>3. Rs.5,000 for failure to identify the root cause of security issues by Service provider within 3 hours of report of issue. Rs. 5000 for every delay of 30minutes thereafter. After 6 hours, penalty shall be Rs.10000 for every 30 minutes delay.</li> <li>4. Rs.1,00,000 on failure to recover from the security threat to Personal data/Financial</li> </ol>

#	SLA Description	Expected SLA measurement & Timeline	SLA Penalty
	<p>ransomware attack</p> <ul style="list-style-type: none"> <li>• Insider (from service Provider end) threats</li> <li>• Hardware or Software System compromise</li> </ul>	<p>up Fare collection mechanism explained in their implementation plan. After recovery, all the data generated during the downtime shall be merged with FCS system.</p> <p>5. Service Provider shall provide a detailed RCA (root cause analysis) Report to MPYPIL within 24 hours of recovery of Fare collection system.</p> <p>6. If the Security issues are caused due to any hardware/software provided by Service Provider. The Service Provider shall replace/upgrade them.</p>	<p>related data of stakeholders or any critical threat to the Fare collection system within 24 hours. Rs.2,00,000 for every delay of 12 hours thereafter.</p> <p>5. On failure to provide back-up Fare collection mechanism during security issue caused downtime and failure to recover &amp; merge all the data generated with FCS system, penalty shall be Rs.1,00,000 for the first security incident reported. Rs.2,00,000 for every second security incident in the same month.</p>
5	<p>Failure of Data storage/back-up of Fare Collection System data in Ticketing devices caused due to any glitches in system or due to internet failure</p>	<p>Data to be recovered within 4 hours of instance reported</p>	<ul style="list-style-type: none"> <li>• Rs.1,000 per instance per device if data is not recovered in 4 hours</li> <li>• Rs.10,000 if the data in a device is completely lost and could not be recovered at all in any incidence/surprise check.</li> <li>• Cumulative maximum penalty Amount levied shall be Rs. 2,00,000</li> </ul>

## 8.2 SLA During Operations and Maintenance Phase

- 1) The Service provider shall adhere to SLA of each component described below during Operations & Maintenance phase
- 2) The Service provider shall be penalised with an ‘SLA Penalty Amount’ defined for each component if they fail to meet the defined SLA.
- 3) The cumulative maximum ‘SLA Penalty Amount’ levied on the Service provider in any

given month shall not exceed 10% (ten percent) of the Monthly Invoice Amount.

- 4) SLA performance and penalties shall be measured and applied city-wise and shall not be aggregated across cities.
- 5) SLA calculations shall always exclude any SLA breach caused due to,
  - a) Scheduled Maintenance Time approved by MPYPIL
  - b) Any time duration when Force Majeure conditions are in effect
  - c) Any impact due to a failure on the part of the Authority to meet their obligations.

### 8.3 SLA Components

#### 8.3.1 SLA for Driver Ticketing Console (Driver Console with touch screen, Ticket Printer, Validator)

Definition	Availability of Driver Ticketing Console means, all hardware devices in buses like Driver console, Ticket validator, Validator can perform intended functions, calculated in hours
SLA	The cumulative average Availability of Driver Ticketing Hardware devices among all Driver Ticketing Hardware installed in all PM E-Buses should be at least 99% (ninety-nine percent) in a calendar month.
SLA Measurement	Availability of Driver Ticketing Hardware = ((Total Number of Operational hours of Buses – Number of hours Driver Ticketing Hardware is Non-functional) / Total Number of Operational hours of Buses) x 100
SLA Penalty Amount	<ul style="list-style-type: none"> <li>• 99% or more: 0 (Zero)</li> <li>• 98% to 98.99%: 2% (Two percent) of the Monthly Invoice Amount</li> <li>• 97% to 97.99%: 4% (Four percent) of the Monthly Invoice Amount</li> <li>• Less than 97%: 5% (Five percent) of the Monthly Invoice Amount</li> </ul>

#### 8.3.2 SLA For Handheld devices/ETIMs

Definition	‘Availability of ETIM’ means, all the ETIMs can perform intended functions, or the ETIMs, calculated in hours
SLA	The cumulative average Availability of ETIMs for all ETIMs provided by service providers should be at least 99% (ninety-nine percent) in a calendar month.

SLA Measurement	Availability of ETIMs = ((Total Number of Operational hours of Buses – Number of hours ETIMs are Non-functional) / Total Number of Operational hours of Buses) x 100
SLA Penalty Amount	<ul style="list-style-type: none"> <li>• 99% or more: 0 (Zero)</li> <li>• 98% to 98.99%: 1% (One percent) of the Monthly Invoice Amount</li> <li>• 97% to 97.99%: 2% (Two percent) of the Monthly Invoice Amount</li> <li>• Less than 97%: 3% (Three percent) of the Monthly Invoice Amount</li> </ul>

### 8.3.3 SLA For Availability Fare Collection System (FCS)

Definition	The ‘Availability of Fare Collection System (FCS)’ refers to the total time the Fare collection System and its hardware & software applications are available for performing the intended operations.
SLA	The cumulative average Availability of Fare Collection System should be at least 99% (ninety-nine percent) in a calendar month.
SLA Measurement	<p>Availability of FCS = (Scheduled Operation time of FCS – FCS Downtime during scheduled Operation time) / (Scheduled Operation time of FCS) x 100%</p> <p>Where,</p> <p>FCS functional during Operation Time of all Buses = Number of hours FCS is functional x Number of days Buses operated in the month.</p> <p>FCS Downtime during Operation time of Buses = Number of Hours FCS is down x Number of days Buses operated in the month.</p> <p>Operation Time of all Buses</p> <p>Operation Time of all Buses = Number of days Buses operated in the month.</p>
SLA Penalty Amount	<ul style="list-style-type: none"> <li>• 99% or more: No Penalty</li> <li>• 98% to 98.99%: 3% (Three percent) of the Monthly Invoice Amount</li> <li>• 97% to 97.99%: 5% (Five percent) of the Monthly Invoice Amount</li> </ul>

	<ul style="list-style-type: none"> <li>• Less than 97%: 10% (Ten percent) of the Monthly Invoice Amount</li> </ul>
--	--

#### 8.3.4 SLA For Application Response Time of FCS

Definition	'Application Response Time' refers to the time taken to respond to every transaction performed on the Driver Console or Handheld devices/ETIM of a Bus, measured in seconds, excluding delays arising due to external network/connectivity issues, power interruptions, or factors beyond the control of the Service Provider, validated by the Root Cause Analysis (RCA) Report for every transaction that exceeds the application response time threshold.
SLA	The Application Response Time should not exceed 5 (Five) seconds for every transaction performed per Bus per calendar month
SLA Measurement	Number of Transactions that took more than 5(five) seconds per Bus per month.  The response time of each transaction performed on the Fare collection system shall be measured and logged in the backend system of FCS application for analysis
SLA Penalty Amount	For, <ul style="list-style-type: none"> <li>• Less than 100 transactions: ₹0 (Rupees Zero)</li> <li>• 101 to 300 transactions: 1% (One percent) of the monthly invoice</li> <li>• 301 to 500 transactions: 2% (Two percent) of the monthly invoice</li> <li>• More than 500 transactions, 5% (Five percent) of the monthly invoice</li> </ul>

#### 8.3.5 SLA For Number of Failed FCS Transactions

Definition	'Number of Failed FCS Transactions' refers to Number of transactions failed on the Driver Console or Handheld devices/ETIM of a Bus due to inconsistency in fare collection system provided by Service Provider in a calendar month, excluding failures arising due to external network/connectivity issues, power interruptions, or factors beyond the control of the Service Provider, validated by the Root Cause Analysis (RCA) Report for every failed transaction.
------------	--

SLA	Number of failed transactions on the Driver Console or Handheld devices/ETIM of a Bus due to inconsistency in fare collection system provided by Service Provider in a calendar month should not exceed 1% of all transactions per calendar month
SLA Measurement	Number of failed transactions on the Driver Console or Handheld devices/ETIM of a Bus in a calendar month  The success/fail status of each transaction performed on the Driver Console or Handheld devices/ETIM of Fare collection system shall be logged in the backend system of FCS application for analysis
SLA Penalty Amount	If total failed transactions are, <ul style="list-style-type: none"> <li>• Less than 1% of total transactions: No penalty</li> <li>• 1% to 3% of total transactions: 1% (one percent) of the monthly invoice</li> <li>• 3% to 5% of total transactions: 2% (Two percent) of the monthly invoice</li> <li>• More than 5% of total transactions: 5% (Five percent) of the monthly invoice</li> </ul>

### 8.3.6 SLA for Passenger Count Accuracy

Definition	Accuracy of Passenger Count provided by Service provider for each Bus trip operated Vs the Number of tickets issued
SLA	The Passenger Count provided by Service Provider for each Bus trip operated should not be less than 10% of the Number of tickets issued
SLA Measurement	Accuracy of Passenger Count provided by Service Provider = (Passenger Count provided by Service provider for a Bus trip operated/ Number of tickets issued for the same Bus trip) x 100%
SLA Penalty Amount	If percentage of tickets issued against passenger count for a Bus trip, <ul style="list-style-type: none"> <li>• 90% or more: No Penalty</li> <li>• 85% to 89.99%: 2% (Two percent) of the Monthly Invoice Amount</li> </ul>

	<ul style="list-style-type: none"> <li>• 80% to 84.99%: 5% (Five percent) of the Monthly Invoice Amount</li> <li>• Less than 80%: 10% (Ten percent) of the Monthly Invoice Amount</li> </ul>
--	--

### 8.3.7 SLA to Deposit Fare collected in cash with MPYPIL

Definition	Time taken by Service provider to deposit the Cash collected by Drivers, Digital Assistants, Off-board ticketing staff through ticket issue & Pass/Smart card recharge in all the buses operated and at Offboard ticketing points, on a calendar date (measured in Hours) with MPYPIL
SLA	The Cash Collected by Service Provider on a calendar date to be deposited with MPYPIL by the end of next calendar date (i.e. within 24 hours of next working day)
SLA Measurement	Time taken by Service Provider to deposit Cash Collected on a calendar date with MPYPIL measured in hours
SLA Penalty Amount	<ul style="list-style-type: none"> <li>• Less than equal to 24 hours: ₹0 (Rupees Zero)</li> <li>• 24 to 36 Hours: 2% (two percent) of the monthly invoice</li> <li>• 36 to 48 Hours: 4% (four percent) of monthly invoice</li> <li>• 48 to 72 Hours: 7% (Seven percent) of monthly invoice</li> <li>• More than 72 hours: 10% (Ten percent) of monthly invoice</li> </ul>

### 8.3.8 SLA for Availability of Service provider Manpower

Definition	‘Availability of Service provider Manpower’ means the total time all the manpower appointed by service provider for day-to-day activities of Fare collection system like Digital Assistance, off-board ticketing, operations, management, maintenance etc. are available for performing their intended functions/operations.
SLA	The cumulative average Availability of all the Manpower appointed by Service provider should be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	<p>Availability of Service Provider Manpower =</p> <p>(Scheduled Operation time of Service Provider Manpower – Time Manpower is unavailable during Scheduled Operation time) /</p>

	<p>(Scheduled Operation time of Service Provider Manpower) x 100%</p> <p>The manpower attendance shall be recorded and shared by Service Provider to MPYPIL authority. This record shall be matched with any manpower absence instance reported by any of the stakeholder of FCS like MPYPIL, Bus Operator, Driver, Passenger, Vigilance team etc.</p>
SLA Penalty Amount	<ul style="list-style-type: none"> <li>• 99% or more: 0 (Zero)</li> <li>• 98% to 98.99%: 1% (One percent) of the Monthly Invoice Amount</li> <li>• 97% to 97.99%: 2% (Two percent) of the Monthly Invoice Amount</li> <li>• Less than 97%: 3% (Three five percent) of the Monthly Invoice Amount</li> </ul>

### 8.3.9 SLA for Training of all Stakeholders of FCS

Definition	Completion of Training & Capacity building sessions as per the scheduled Training Timelines in the contract and completion of refresher training every 6 months for all the stakeholders of FCS. Submission of learning material, user manuals etc. by Service provider
SLA	Completion of Training & Capacity building sessions and completion of refresher training every 6 months for all the stakeholders of FCS as per the scheduled Training Timelines in the contract, and submit the learning materials, user manuals etc.
SLA Measurement	Number of days delay in completion of training & Capacity building sessions and number of days delay in completion of refresher training every 6 months for all the stakeholders of FCS, with respect to the timelines mentioned in the Project contract
SLA Penalty Amount	<p>As per the timelines mentioned in the Project contract or Before: ₹0 (Rupees Zero)</p> <p>Delay of 1 week from timelines mentioned in the Project contract: ₹10,000 (Rupees Ten Thousand Only)</p> <p>Delay of 2 weeks from timelines mentioned in the Project contract: ₹20,000 (Rupees Twenty Thousand Only)</p> <p>Delay of 3 weeks from timelines mentioned in the Project contract:</p>

	₹50,000 (Rupee Fifty Thousand Only) Delay of More than 3 weeks: 2.5% (Two-point five percent) of the Monthly Invoice Amount
--	--

## 8.4 SLA for Manpower provided by Service Provider

All manpower deployed by Service Provider as part of this project shall meet the performance standards specified below. In case any human resource deployed by the Service Provider is unable to meet the specified performance standards, the service shall be liable for Default Charges, as specified below,

Sr. No.	Performance Area	Default charges on Service Provider
1	Deficiency List of Personnel (Refer Annexure – 4)	Rs. 100/- for each deficiency detected the first time, and Rs. 200/- for each deficiency detected for any repeated deficiency during a calendar month for a specific person.
2	Under influence of alcohol/ drugs while on duty	Removal / Blacklisting of specific person besides a deduction of Rs. 500/- per instance shall be imposed
3	Any malpractice/ cheating/ corruption detected on duty leading to loss of revenue	Removal/ Blacklisting of specific person besides deduction (Rs 10,000/- per instance) may be imposed upon the Service Provider and recovered from Monthly Invoice, subject to the charges being proved in the enquiry report of MPYPIL
4	Delay in deployment of Fare Collection System as per duty roster by the Service Provider	Rs. 10 / - per lost trip km subjected to a maximum of Rs. 3,000/- per bus-shift duty

## 8.5 SLA for Bus Operators

The SLA of Bus operators should be monitored by the Service Provider. At the end of every month, a 'Month End report' regarding the Bus Operators' performance should be generated by the Service Provider and shared with MPYPIL.

For each city which is in scope of this RFP, there should be certain limit set for the Number of SLAs breached by the Bus Operator city-wise and total numbers of SLAs breached across all cities in scope.

### 8.5.1 SLA for Operational Infractions

For any missed Trip, or Trip not completed, deductions shall be made in the following manner:

Sr. No.	Extent to which a Trip is missed	Deductions
1	A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
2	A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	75% of the payment payable for the kilometres for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
3	A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the payment payable for the kilometres of the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.

“Lost kilometer age classification & causes - deductible and non-deductible

1. Staff (Deductible) –

In service kilometres not operated due to Bus Operator staff causes may include (but is not limited to):

- Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
- Sickness on duty (part loss).
- Suspension of driver (with-out replacement).

1. Mechanical (Deductible)

In service kilometers not operated due to mechanical causes may include

(but is not limited to):

- Insufficient buses to cover the service.
- Non-serviceable bus.
- Breakdowns en-route.

2. Data Unavailability (Deductible)

In case desired operational data and vehicle health monitoring data is not shared as per the requirement specified in the table below:

Table: Parameters for Vehicle Health Monitoring:

Sr No	Parameter	Data Type	Units	Frequency
1	Odometer reading (instrument cluster/CAN)	Numeric	Km	Daily
2	Vehicle Status	text		Daily
3	Traction Battery Data (As per AIS 038, revision 2, amendment 3)			Daily
a	Battery SoC (State of Charge) (& Method used for SoC Estimation to be shared at time of delivery of lot)	Numeric	Percent	Daily
b	Battery Voltage	Numeric	Volts	Daily
c	Battery Current	Numeric	Amperes	Daily
d	Battery Temperature	Numeric	degree Celsius	Daily
e	Depth of discharge (DoD)	Numeric	Percent	Daily
f	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	Numeric	Percent	Daily
g	Energy generated via Regenerative Braking			Daily
4	Ambient temperature	Numeric	degree Celsius	Daily
5	Vehicle Speed	Numeric	Kmph	Daily
6	Acceleration Data	Numeric	m/s <sup>2</sup>	Daily
7	Braking Data	Numeric	m/s <sup>2</sup>	Daily
8	Charging Status (it can be pushed via BMS)	text		Daily
a	Charging Start Time			Daily
b	Charging End Time			Daily
c	Charging Power	Numeric	KW	Daily
d	Charging Current	Numeric	Amperes	Daily
e	Charging Voltage	Numeric	Volts	Daily

Sr No	Parameter	Data Type	Units	Frequency
9	Cell/Pack temperature	Numeric	degree Celsius	Daily
10	Motor Current and Voltage	Numeric	degree Celsius	Daily
a	Motor Current and Voltage while			Daily
	<b>motoring</b>			
b	Motor Current and Voltage while braking			Daily
11	BMS error/charging fault	Text		Daily
12	Health status of PIS	Text		Daily
13	Health Status of BMS			Daily
14	Health Status of ITS			Daily
15	Health Status of VTS			Daily
16	Door open/ closed status	text		Daily
a	Driver Side			Daily
b	Passenger Side			Daily
c	Rear Left			Daily
d	Rear Right			Daily
17	Cabin temperature	Numeric	degree Celsius	Daily
18	Motor Speed	Numeric	rpm	Daily
19	Diagnostic Trouble Codes	Code - Alphanumeric Description - Text		Daily
20	Charge Discharge Cycle	Numeric		Daily
21	Distance to empty/residual range			Daily

Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un-capped category.

1. Other Deductibles

In service kilometers not operated due to something over which the Bus Operator has an element of control, but which is not covered by staff or mechanical causes may include (but is not limited to):

- a) Staff error or unauthorized curtailments by staff.
- b) A bus blocked in the garage and unable to depart on time.
- c) A bus running got discharged en-route.
- d) Where a bus in service has to be withdrawn due to a defective PIS / GPS.
- e) Where the reason for the lost Kilometers is unknown or is in doubt.

2. Traffic (non-deductibles)

- a) In service kilometers not operated due to traffic causes may include (but is not limited to) Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
- b) Losses arising from conductor (MPYPIL staff) being late in reaching changeover points must not be included.
- c) Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault of Bus Operator's driver.

3. Other non-deductibles

In service kilometers not operated due to something beyond the Bus Operator's reasonable control but which is not covered by traffic causes may include (but is not limited to):

a) Incidents

Any kilometers losses resulting from incidents reportable to MPYPIL. In case of strike / Bandh if bus and driver are available for duty but bus could not be operated. Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineers action etc.

b) Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions. Losses arising from traffic congestion caused by these events will be classified as non-deductible.

c) Road Closed/Blocked

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, floods, diversions or roads blocked. Losses arising from traffic congestion caused by these events should be classified as non-

deductible.

### Other Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an “Infraction”. The deduction for each Infraction shall be made in terms of the table set out below.

### Infractions:

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an “Infraction”. The deduction for each Infraction shall be made in terms of the table set out below:

S r. N o.	Category of Infraction	Reference Table for Infraction in Annexure	Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)	Time to Resolve for next higher slab in terms of Clause ...of this Schedule (Bus related infraction)
1	A	Table A	100/-	One day
2	B	Table B	500/-	Two days
3	C	Table C	1,000/-	Three Days
4	D	Table D	1,500/-	Three Days
5	E	Table E	3,000/-	One day
6	F	Table F	10,000/-	One day
7	G	Table G	50,000/- + Actual expenses to be borne by the Bus Operator.	One day
8	H	Table H		

*Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).*

1. Infractions can be identified by MPYPIL, a nominated person, on visual checking, electro-mechanical reviews, reports from MPYPIL/passenger feedback and data from the ITMS backend system of MPYPIL.
2. MPYPIL shall have access to Bus Operator’s facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Bus Operator, or bus inspections at terminal points along the route during service hours.
3. The Bus Operator may note that the formats provided in category-wise Infractions given in tables A, B, C, D, E, F, and G are typical, but are subject to revision from

time to time based on actual information, logistics and monitoring requirements.

4. In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction, for category A, B, C, D & E. Thereafter, it will be binding on the Bus Operator not to operate the vehicle till rectification of the bus related to infractions.
5. Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.
6. All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, and G shall be non-capped.
7. The fine and penalties for Traffic offences shall be paid by the Bus operator to Traffic police / RTO and any other authority within stipulated period.

If its equipment found switched off or not operated, then payment for that trip will not made.

### 8.5.2 Category wise list of infractions

Table A: Category “A” Infraction

Sr. no.	Description of the infraction
<b>Safety</b>	
1	Damaged/Missing window safety guard rails.
2	Loose electrical wiring/ tampering with electrical wiring harness.
3	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
4	Damaged floor, steps, hatches, or hatch covers inside the bus.
5	Missing damaged, or loosely hanging rub rails, hand grab rails, and hand holds.
6	Missing, broken, or loosely hanging, seat belts if provided
7	LED board defective (per board)
8	Missing/ non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
9	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
10	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.

<b>Operations</b>	
11	Not stopping at authorized bus stops on the Route
12	Delaying operation of Stage Carriage Services without cause.
13	Parking vehicles in stations against permitted rules and regulations.
14	Driver smoking, chewing tobacco, betel leaf while on board the bus
15	Picking and dropping passengers at unauthorized bus stops, if no conductor provided by Service Provider
16	Late out of bus more than 15 minutes at the time of turn out.
<b>Quality</b>	
17	To operate vehicle with visible dents, damaged / torn external panels that are more than 6” in width.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration or unpainted repair work inside the bus or on any of its items
20	Not maintaining USB charging ports in operating condition

Table B: Category “B” Infraction

Sr. no.	Description of the infraction
<b>Safety</b>	
1	To operate with defective front, side and/or back brake lights
2	Section of handrail loose or with sharp edges
3	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
4	Defective, emergency exits and hatches or damaged or bent bumpers
<b>Operations</b>	
5	Parking Stage Carriage Buses in places other than those prescribed by MPYPIL
6	Deviating from the route of a service without the prior authorization or instruction of MPYPIL/ Police without due cause
7	Roof leakage, Surveillance system not working/ recording, CCTV defect
8	Vehicle Tracking System defect
<b>Quality</b>	
9	Dirty vehicle, outside or inside, at the beginning of the journey
10	Damaged, broken, loosely fitted, or missing passenger seats, windows Rattling

11	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus
12	Display of slogans, posters on the bus without prior approval of MPYPIL.
13	Running the bus with a lux level less than 70 in the saloon area

Table C: Category “C” Infraction

Sr. no.	Description of the infraction
<b>Safety</b>	
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting uptime
3	Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, getting battery discharged out
Sr. no.	Description of the infraction
<b>Operations</b>	
8	Operating unauthorized trips such as trips which do not form part of the Schedule
9	Tampering On-board Equipment
10	Driver quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users.
11	Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands)
12	Breakdown / accidents- If the loss of kilometers is more than 5% of schedule kilometers of that bus on that day.
13	Air conditioning system defective en-route (AC buses)
<b>Quality</b>	
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standard parameters as notified by Transport Division, MPYPIL.

15	To place advertising material not authorized by MPYPIL or to infringe regulations regarding advertising material in vehicles.
16	Failure to refurbish the bus after sixth year from date of put in service, per bus per day.
17	Failure to comply with the maintenance obligations and safety requirements

Table D: Category “D” Infractions

Sr. no.	Description of the infraction
<b>Safety</b>	
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
3	Failure to deliver incident information on time, as required by MPYPIL as specified in the Bus Operator’s Agreement
4	To refuse to accept the visit of MPYPIL inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	Failure to provide adequate information to MPYPIL/ Police in relation to accident/s, injury to persons, damage to public / third party property
6	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
7	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty

Table E: Category “E” Infractions

Sr. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)
2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	skipping red signals, stopping the bus beyond the stop line at traffic signals

Table F: Category ”F” Infraction

Sr. No.	Description of the infraction
---------	-------------------------------

1	“Serious nature of breakdowns” means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.
---	---

Table G: Category “G” Infractions

Sr. No.	Description of the infraction
1	“Fatal Accidents” means any incident in which bus involved on road/ inside MPYPIL’s depot / parking premises, which causes death to passengers / pedestrians.

### 8.5.3 Liquidated Damages Payable by the Bus Operator

S. No.	Event of Default	Penalty on Bus Operator
1	Delay in fulfilment of Conditions Precedent within the prescribed time period from the start date of the Contract Term (unless waiver or extended by the MPYPIL)	0.1% of the Performance Security per day
2	Delay in completing the Fit-Out Works (Bus Operators shall at their own cost and expense, undertake the Fit-Out Works, Operation and Maintenance of the of Buses)	0.1% of the Performance Security per day per bus times the Number of buses allocated to the specific Bus Operator
3	Delay in procuring the Prototype Bus	0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10% (ten per cent) of the Performance Security
4	Delay in procurement of buses for reasons not directly attributable to a Delay Event	0.1 % of the Performance Security per day for each Bus whose procurement is delayed; subject to a maximum of 10% (ten per cent) of the Performance Security

5	Delay in rectifying Punch List items (Inspection report for each Bus, identifying any minor defects and deficiencies required to be rectified by the Bus Operator in conformity with the Specifications and Standards)	1% (one per cent) of the Performance Security per bus for each day of delay until all items of the Punch List for the bus are rectified.
6	Damages for breach of Maintenance Obligations (Bus Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein)	INR 2,500 per bus times the number of buses allocated to the specific Bus Operator for each day of delay until the breach is cured
7	Failure to complete remedial measures	INR 2,500 per bus times the number of buses allocated to the specific Bus Operator
8	Delay in achieving Financial Closure	0.1% (zero point one per cent) of the Performance Security per day
9	Failure to redress complaints	INR 2,500 per Bus such complaint applies to for each day.

## 9. Bill Of Materials

1. The quantities mentioned herein are indicative and not exhaustive. The Service provider is expected to perform an independent assessment of the Requirements.
  - 1) Total Number of e-Buses operating under PM E-Bus Sewa – 582 (Approx.)
  - 2) Total Number of Digital Assistants to be deployed in PM E-Buses – 1455 (approx. as per requirement; to be phased out in 24 months)
  - 3) Total Number of manpower deployed for off-board ticketing – 175 (approx.)
  - 4) Total Number of vigilance staff – 90 (approx.)
  - 5) Total Number of operation & maintenance service centers & Staff – (Need to be estimated by Service provider as per scope)
  - 6) Total Number of off-board ticketing locations – 80 (approx.)
  - 7) Total Number of Smart card issuing centres – 9 (approx.)
  - 8) Total Number of Depots available to set-up cash collection counters – 9 (approx.)
2. As the operating bus fleet expands in future phases, the Service provider shall increase the hardware quantities accordingly.

3. The Service provider shall maintain hardware devices of additional 10% inventory of in each city in scope as spares, back-up, replacements for operation and maintenance activities
4. The quantities mentioned herein are indicative and not exhaustive. The Service provider is expected to perform an independent assessment of the Requirements. The indicative Bill of Materials (but not limited to) for the Project is listed below:

<b>S. No.</b>	<b>Hardware Devices</b>	<b>Quantity</b>
1	Driver Console, Touch screen, Printer, Validator	650 (approx.)
2	Handheld devices/ETIM	1800 (approx.)
3	Ticket Checking devices (for Vigilance team)	100 (approx.)
4	Connectivity Components & network connections	As per requirement
5	Paper roll	10 per Bus/Day (approx.)
6	Data SIMs for required Hardware devices	One (1) SIM card per hardware device
7	Smart card Reader, Writer & Printer	One per Smart-Card issue center (approx.)
8	Computer Systems	As per requirement
9	ETIM Charging points	As per requirement
	<b>Software Components</b>	
10	Driver-Based Fare Collection System (DBFCS)	As per requirement
11	Passenger count System	As per requirement
12	Connectivity Components	As per requirement
13	MIS & Analytics software	As per requirement
	<b>Other Services</b>	
14	Digital Assistants	As per requirement, for regular intra-city operations in 2 shifts per day; to be phased out after 24 months
15	Manpower for off-board ticketing, hardware & software maintenance, remote surveillance, training and technical support	As per requirement, for regular intra-city operations in 2 shifts

## 10. Commercial Terms

### 10.1 Commercial Model

- MPYPIL shall pay the Service provider on the basis of the amount quoted by Service Provider in the Financial Bid.
- In case MPYPIL adds buses beyond the existing fleet, then the bidder shall have to provide the service to the add-on buses at the revised rate according to the formula given in Clause 10.3 “Revision of Fees”

### 10.2 Calculation of amount payable to Service provider

1. Calculation of amount payable to Service provider shall be based on the ‘Per KM Service Charge (F)’ quoted by the Service provider in their Financial Bid.
2. Amount payable to the Service provider on a day shall be calculated city-wise based on the Number of Kilometers the Buses have operated on a day in the city, as in the following formula:

\*Amount Payable on the Daily operated bus km = (Per KM Service Charge × Bus Kilometres Operated on the Day)

Where,

- Per KM Service Charge = the ‘Per KM Service Charge’ quoted by the Service provider in their Financial Bid
  - Bus Kilometres Operated = the sum of actual number of kilometres operated by all buses in a respective city during the applicable day [Number of kilometers the buses have operated shall be recorded by both Bus operator & Service [provider at the end of each shift)
3. GST applicable on the monthly Invoice amount shall be paid as per applicable GST laws.

### 10.3 Revision of Fees

1. Upon each extension of the Contract Term, the ‘Per KM Service Charge’ amount for each service shall be increased to adjust for inflation based on changes in the CPI (Consumer Price Index) published by the Department of Economic Affairs, Ministry of Finance, Government of India.
2. The ‘Per KM Service Charge’ amount for each service shall be revised and calculated to the nearest paise as follows:

$$QR = Q * (\text{New CPI}/\text{Base CPI})$$

Where:

Q = Original Per KM Service Charge

QR = Revised Per KM Service Charge

New CPI = the CPI announced for the month in which CPI rate extension is granted

Base CPI = the CPI at the time of last revision of CPI rate took place

3. If the 'CPI Adjusted Per KM Service Charge amount' is higher than the 'Original Per KM Service Charge' amount, then, the "Amount Payable on the Daily operated bus km" shall be calculated with the 'CPI Adjusted Per KM Service Charge' amount as described in clause 10.2; else the "Amount Payable on the Daily operated bus km" shall continue to be calculated without any revision to the 'Per KM Service Charge' amount.
4. If the "Revised Per KM Service Charge (QR)" is more than the "Original Per KM Service Charge (Q)" quoted by the Service provider in their Financial Bid", then 'Amount Payable on the Daily operated bus km" shall be calculated with the "Revised Per KM Service Charge" as described in clause 10.2
5. If the "Revised Per KM Service Charge (QR)" is less than the "Original Per KM Service Charge (Q) quoted by the Service provider in their Financial Bid", then 'Amount Payable on the Daily operated bus km" shall be calculated with the "Original Per KM Service Charge (Q) quoted by the Service provider in their Financial Bid" as described in clause 10.2.

## 11. Payment And Settlement Terms

1. The Service provider shall raise monthly invoices to MPYPIL after reconciliation of data.
2. MPYPIL shall pay the Invoice amounts due to the Service Provider for all undisputed invoices, after adjustments for any applicable penalties, within 30 (Thirty) days from the date of invoice.

The Daily Fees payable to the Service provider shall be calculated on a city-wise and daily basis in accordance with the following formula,

- Daily Fees of a calendar date = Per KM Service Charge × Total Number of Buses Operated in the City on a calendar date × Total operated Bus Kilometers

Where,

- Per KM Service Charge = the 'Per KM Service Charge' quoted by the Service provider in their Financial Bid
  - Total Number of Buses Operated in the City on a calendar date = the total number of buses provisioned and operated under PM E- Bus Sewa in the respective city on the calendar date; and
  - Total operated Bus Kilometers = Total number of kilometers operated by all the Buses Operated in the City in the calendar date
3. Invoices shall be accurate, and MPYPIL reserves the right to make adjustments (if any) to the subsequent invoice payments to correct for inaccuracies (if any).

4. Cash collected by Service Provider in each city in scope should be mandatorily deposited in MPYPIL's Escrow Account on next Working day as defined in the SLA. The terms and conditions of the escrow account shall be defined by MPYPIL. For any delay in cash deposits, MPYPIL shall impose penalty. Cash Shortage found during reconciliation will be recovered from the Service Provider's Invoice amount.
5. MPYPIL reserves the right to audit or seek verification of invoices before making payment.
6. MPYPIL shall also be entitled to make recoveries from the Service provider's invoiced amounts or Performance Guarantee, or from any other amount to be paid to the Service Provider after adjusting the equivalent value of any payment made to the Service provider due to inadvertence, error, collusion, misconstruction, or misstatement.
7. Payment shall be made in Indian Rupees only.
8. All payments from MPYPIL to the Service provider shall be subject to tax deductions as per the applicable laws of India.
9. The billing for the services rendered by the Service provider shall commence from the date of Go-Live on a pro-rata basis, in accordance with the phased implementation and Go-Live approved by the MPYPIL.
10. City-Wise Payment and Settlement
  - i. For the purposes of invoicing, reconciliation, incentives, penalties, and settlement, each city under the Project shall be treated as an independent operational and financial unit.
  - ii. Payments to the Service provider, including Per KM fees, incentive-linked payments, SLA adjustments, and penalties, shall be calculated separately for each city based on actual operations within that city.
  - iii. There shall be no cross-adjustment or offset of payments, incentives, or penalties between cities unless expressly approved in writing by the MPYPIL.
11. MPYPIL shall reimburse the monthly gross salary of only Digital Assistants deployed in the buses running under PM E-bus Sewa on actual rates as per the labour laws and statutory obligations of Madhya Pradesh government. MPYPIL shall reimburse this amount in 15 working days from the date of submission of the Invoice by the Service Provider.
12. The monthly salary of all the manpower deployed by Service Provider except Digital Assistants deployed in the buses running under PM E-bus Sewa, like Off-board Ticketing staff, manpower working in Helpdesk, Operations & management, Human resource department, cash collection & deposit department, security personnel, Administration etc. shall be borne by the Service Provider as per the labour laws and statutory obligations of Madhya Pradesh government.

13. The ESI, EPF & Gratuity of all the manpower appointed by Service provider like Off-board Ticketing staff, manpower working in Helpdesk, Operations & management, Human resource department, cash collection & deposit department, security personnel, Administration etc. shall be borne by the Service Provider.
14. Incentives toward improved fare realization and revenue growth,

In order to align incentives toward improved fare realization and revenue growth, where the achieved EPKM exceeds the “Aspirational EPKM” due to system-led improvements, the Service provider shall be entitled to receive 10% (ten percent) of the incremental EPKM, calculated on actuals on a monthly basis. Incremental EPKM shall be computed as the difference between achieved EPKM and Aspirational EPKM.

S.No.	City	Aspirational EPKM
1	Any City	₹ 45

For example, If the Achieved EPKM is Rs.48 in a city then the Service Provider shall be given an incentive amount of 10% of difference between Aspirational and achieved EPKM.

Note:

- a) Incentive shall be given only on ‘Achieved EPKM’.
- b) Aspirational and Achieved EPKM shall be computed monthly and city-wise.
- c) ‘Aspirational EPKM’ may be revised by MPYPIL every six months based on increase in cost of bus operation. The aspirational EPKM shall be revised using the following mechanism,

$$\text{New Aspirational EPKM} = (\text{Bus Operation Cost per km} - \text{Operational Subsidy provided by Government of India} + \text{Fare Collection Agency Cost}) \times 1.05$$

- d) In case of an event where farebox revenue is significantly compromised negatively due to no fault of the Service Provider or in case of Force Majeure, MPYPIL may revise the Aspirational EPKM in consultation with the Service Provider.
15. If the Buses do not operate monthly scheduled kilometers due to no fault of Service provider, excluding Force Majeure events, the payment for ‘Monthly Assured Kilometers for Service Provider’ shall be made at the rate of 3000 km per bus per month.
16. Payments to the Service Provider shall be made through escrow account of MPYPIL. 80% of the fare collected through digital transactions on a day (T), shall be paid out on T+2 working days basis and 20% will be held back as a buffer and shall be released after SLA reconciliation at the end of the month.

## 12. Intellectual Property Rights ('IPR')

### 12.1 Products and Fixes

- All Products and related solutions, and Fixes provided pursuant to the Project shall be licensed according to the terms of the Agreement packaged with or otherwise applicable to such Product. The Service provider shall be responsible for arranging any licenses associated with Products.
- All the IPR related to these Products and Fixes shall be owned by the Service provider.

### 12.2 Bespoke Development

Subject to the provisions of clauses in payment & settlement terms, upon payment, MPYPIL shall be granted a non-exclusive, perpetual, fully paid-up license for any bespoke development done during the Term. Ownership of all the IPR shall lie with the Service provider.

### 12.3 Pre-existing Work

- 1) The Service provider shall grant MPYPIL a non-exclusive, perpetual, fully paid-up license to use the Work in the form delivered to MPYPIL only for its internal business operations.
- 2) In case of any separation/termination or Exit, the service provider shall leave the fare collection system in working condition with a non-exclusive, perpetual, fully paid-up license to use the Service Provider's software after the service provider's exit.
- 3) All IPR including the materials developed or otherwise obtained independently of the efforts of a Party under this Project ('Pre-existing Work') including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services, each Party grants to the other Party a non-exclusive license to use any of its Pre-existing Work provided to the other Party solely for the performance of such services for the duration of the Term of this Project.

### 12.4 Residuals

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

## 13.Data Ownership and Data Security

### 13.1 Data Ownership

1. All operational data sets, which are part of this Project including bus routes, fare charts, bus schedules, bus information, hardware devices installed in buses and crew information, Fare collection information etc. are owned by MPYPIL.
2. The Service provider has the right to use these data sets to fulfil its obligations for the Project and to further improve the Fare Collection system.
3. The Service provider shall take utmost care in maintaining security, confidentiality, and backup of all the data and ensure compliance with the applicable laws.
4. All primary, derivative, analytical, and metadata generated under this Project shall be the exclusive and perpetual property of the MPYPIL. The Service provider shall have no right, title, or interest therein except for use strictly necessary for fulfilling contractual obligations. Use of data for research, analytics, or commercial purposes beyond MPYPIL's written authorization is prohibited.

### 13.2 Data and Infrastructure Security

- a) The Service provider shall ensure use of secured API for exchange of data between the server and client, for all applications in scope of this RFP including dashboards.
- b) All APIs transferring user data, payment/financial data or any other sensitive data shall be protected using identity tokens and compliance with applicable law shall be ensured. All the APIs should be encrypted to ensure data asecurity.
- c) The Service provider should use private subnets for all servers and components which don't interface with clients directly.
- d) Rate limiting must be deployed to mitigate the cyber-attacks.
- e) All data shall be hosted and processed only on servers located in India, compliant with MeitY and CERT-In guidelines.
- f) In case of any data breach or unauthorized access, the Service provider shall notify MPYPIL within 30 minutes of detection and submit a detailed incident report within 24 hours.

### 13.3 Application Security

A centralised authentication and role-based access control system should be integrated with all systems in scope of Fare Collection System including the internal systems, and dashboards for MPYPIL to regulate appropriate access across users.

### 13.4 Transaction Security

- 1) Application upgrades on the Driver Ticketing hardware (Driver Console + Validator + Printer) and Handheld devices/ETIMs must be secure and available

OTA (Over the Air).

- 2) The Service provider shall enable controlled provisioning of Driver Ticketing hardware and Handheld devices/ETIMs using the backend system.
- 3) The transaction security should be ensured on all the transactions which are in scope of this project such as tickets issued by 'Driver Ticketing System', Handheld devices/ETIMs and off-board ticketing staff through various payment systems in scope, transactions done for smart card/pass recharge etc.

## 14. Termination

**14.1 Termination for Convenience.** Notwithstanding anything else, either party may terminate this Agreement (whole/part) by giving 60 (sixty) days' prior written notice, without assigning reasons. On such termination, the Service Provider shall be paid only undisputed amounts for Services duly performed and accepted up to the effective date, after adjustment of penalties/set-off/recoveries, and no consequential claims (loss of profit/opportunity/overheads, etc.) shall lie.

**14.2 Termination for Service Provider Default.** Any of the following shall be an Event of Default: delay in Go-Live/milestones; persistent/Critical SLA breaches; revenue leakage/fraud/misreporting; confidentiality/data security breach or unauthorised access; material violation of Applicable Laws/Government directions; unauthorised assignment/subcontracting; insolvency; or false/misleading documents/representations. MPYPIL may require cure within 15 days (Critical) or 30 days (others) (or shorter if required for public service/safety). If not cured (or incapable of cure), MPYPIL may terminate forthwith, without prejudice to other remedies.

**14.3 Suspension / Step-in.** In case of Critical breach, security incident, fraud, or threat to continuity of public service, MPYPIL may suspend Services and/or exercise step-in rights, and the Service Provider shall provide full cooperation, access, credentials, logs and technical assistance.

**14.5 Effects.** On termination for Service Provider default, MPYPIL may forfeit Performance Guarantee amount and recover losses including transition costs. The Service Provider shall immediately handover all MPYPIL's data (including backups) and records/logs in usable formats, return/transfer MPYPIL assets/confidential information, and provide exit/transition support up to 90 days. In case of Termination of contract due to any reason, Service Provider shall not remove any of the hardware devices & software installed by them as part of the scope of this RFP to ensure no interruption in the operation of Fare Collection system of PM E-Bus Sewa. The hardware & software shall remain under MPYPIL.

**14.6 Survival.** Confidentiality, data ownership, IP license (as applicable), indemnity, limitation of liability, dispute resolution, audit/inspection and all intended survival provisions shall survive termination/expiry.

## 15. Confidentiality

- 1) Additionally, the Bidder shall keep confidential all the details and information regarding the Project, including systems, facilities, operations, management, and maintenance of the systems / facilities.
- 2) MPYPIL shall retain all rights to prevent, stop, and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- 3) The Bidder shall execute a non-disclosure agreement as per the format prescribed in Annexure 11: Non-Disclosure Agreement and shall ensure that all its employees, agents, and sub- contractors involved in the project execute similar non-disclosure agreements, which have been duly approved by MPYPIL with respect to this Project.
- 4) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - Information already available in the public domain.
  - Information that has been received from a third party who had the right to disclose the aforementioned information; and
  - Information which has been disclosed to the public pursuant to a court order.
  - Notwithstanding anything to the contrary mentioned hereinabove, the Service provider shall have the right to share the LOA and / or work order and / or any subsequent letters or certificates provided to it by MPYPIL in relation to the Project, solely for the purpose of and with the intent to evidence and support its work experience under this Tender.

## 16. Indemnity

**16.1 Service Provider Indemnity.** The Service Provider shall defend, indemnify MPYPIL, its officers, employees and representatives against all losses, damages, claims, demands, proceedings, penalties, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any breach of this Agreement, SLA, Applicable Laws or regulatory requirements by the Service Provider or its personnel; any fraud, willful misconduct, gross negligence or misrepresentation by the Service Provider or its personnel; any data breach, unauthorised access, data leakage, cyber incident or compromise of confidentiality attributable to the Service Provider; any third-party claim alleging infringement of intellectual property rights arising from the Service Provider's technology, software, systems or deliverables; any bodily injury, death or property damage caused due to acts or omissions of the Service Provider, its agents or subcontractors; and any revenue leakage, wrongful collection, diversion, manipulation or misreporting attributable to the Service Provider.

**16.2 MPYPIL Indemnity.** MPYPIL shall indemnify the Service Provider only against third-party

claims arising solely due to the MPYPIL's willful misconduct or gross negligence, to the extent finally established by a competent forum.

**16.3 Procedure.** The indemnified Party shall promptly notify the indemnifying Party and provide reasonable assistance. The indemnifying Party may defend the claim through counsel reasonably acceptable to the indemnified Party. No settlement shall be entered into without prior written consent of the indemnified Party where such settlement imposes any admission, obligation, restriction or non-monetary remedy on the indemnified Party.

**16.4 Survival.** Indemnity obligations shall survive termination or expiry and shall be in addition to other rights and remedies available to the Authority

## 17. Settlement of Disputes

### 17.1 Arbitration Clause with Mandatory Escalation

- 1) Any dispute, disagreement or claim arising out of or in relation to the Contract Agreement with respect to this RFP, shall mandatorily be first referred to the CEO of the concerned SPV of the respective city within 15 (fifteen) days from the date of such dispute/disagreement. The CEO shall decide the matter within 7 (seven) days from the date of reference.
- 2) If the dispute remains unresolved, or either Party is dissatisfied with the decision of the CEO, the matter shall mandatorily be referred to the Managing Director, MPYPIL within 15 (fifteen) days from the date of the CEO's decision. The Managing Director shall decide the matter within 10 (Ten) days from the date of reference.
- 3) If the dispute remains unresolved, or either Party is dissatisfied with the decision of the Managing Director, MPYPIL, the matter shall mandatorily be referred to the Secretary/Principal Secretary, Transport Department, Govt. of Madhya Pradesh within 14 (fourteen) days from the date of the Managing Director, MPYPIL decision. The Secretary/Principal Secretary, Transport Department, Govt. of Madhya Pradesh shall decide the matter within 10 (Ten) days from the date of reference.
- 4) In the event the dispute is not resolved amicably within **70 days** from the date of written notice of dispute by either Party, the same shall be referred to and finally resolved by arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time.
- 5) The Arbitral Tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator within 30 days from the date of receipt of the notice invoking arbitration. The two appointed arbitrators shall thereafter appoint the third arbitrator, who shall act as the Presiding Arbitrator, within 30 days of their appointment. In case of failure to appoint any

arbitrator within the aforesaid period, the appointment shall be made in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- 6) The seat and venue of arbitration shall be Bhopal, Madhya Pradesh. The language of the arbitration shall be English. The award passed by the Arbitral Tribunal shall be final and binding upon the Parties.

## 18. Force Majeure

**18.1 “Force Majeure”** means any event or circumstance beyond the reasonable control of the affected Party, which could not have been prevented or overcome by the exercise of due diligence and reasonable mitigation, and which materially prevents performance of obligations under this Agreement. but excludes the affected Party’s breach/negligence, lack of funds, supply chain delay, internal labour issues, inadequate cybersecurity, or failure to implement disaster recovery and business continuity measures.

### 18.2 Force Majeure Events

Force Majeure events may include, without limitation: natural disasters; epidemic/pandemic restrictions imposed by Government; war, terrorism, riots; nationwide strikes (not limited to the affected Party); Government embargoes; and any change in law or Government action that directly prevents performance.

### 18.3 Notice, Mitigation and Performance

The affected Party shall notify within 7 days and provide updates at least every 14 days; only impacted obligations are suspended and the rest continues. Force Majeure shall not excuse critical data security/confidentiality/audit-log obligations, and MPYPIL shall not pay for Services not rendered and accepted during the period. If Force Majeure continues beyond 60 consecutive days, MPYPIL may terminate without liability except for accepted Services up to termination (after adjustments/ recoveries).

## 19. Exit Management

The Service provider shall submit a detailed exit management plan 6 (six) months prior to the expiry of Contract Term. The exit management plan shall include following, but not limited to:

- 1) Detailed inventory of all licenses, documents, manuals, etc. created for the Project.
- 2) Method of transition, including roles and responsibilities of both the parties to handover and takeover the project, regular activities, and support activities.
- 3) Proposal for the necessary setup or institutional structure required at MPYPIL to

effectively maintain the project after expiry of Contract Term.

- 4) Training and handholding of MPYPIL's staff or designated officers for maintenance of Project after expiry of Contract Term; and
- 5) Backup and transfer of all data associated with the Project to MPYPIL's ITMS system in a mutually agreed format. MPYPIL shall start preparation for the transition accordingly.
- 6) After the end of the contract term, Service Provider shall not remove any of the hardware devices & software installed by them as part of the scope of this RFP to ensure no interruption in the operation of Fare Collection system of PM E-Bus Sewa. The hardware & software shall remain under MPYPIL.

## 20. Annexures

### Annexure 1: Functional Details of Driver Ticketing Hardware

#### 1.1 Issuance of Tickets & Validation of Off-board Tickets, mobile tickets, Closed-loop Smart Cards, Passes & NCMC Cards

1. The Driver ticketing hardware (Driver Console with touch screen, thermal Printer, Validator with NFC/QR code scanner) devices must facilitate the issuance of tickets via,
  - a. Cash Payment
  - b. UPI
  - c. Closed-loop Smart Cards
  - d. NCMC Cards
  - e. Passes
  - f. Or any other modes of payment
2. Validation of smart cards, NCMC cards, passes, mobile tickets and off-board paper tickets through QR codes/NFC
3. Print Tickets with details like Date & Time of Travel, Ticket ID, Unique QR Code, Travel Origin, Travel Destination, Number of Tickets, Total Ticket Amount, Payment code etc.
4. The printed travel tickets shall comply with the requirements of the MPYPIL, and as may vary from time to time. The MPYPIL's intention of minimizing the paper printed tickets is expressed herewith.
5. The Driver ticketing hardware must have the ability to check the balance and validity of smart cards, NCMC and passes

6. The Driver ticketing hardware must have the ability to recharge the smart cards and passes
7. The Driver ticketing hardware must be able to record and print various types of tickets general ticket, group ticket (adult + child + concession), other concession tickets, differential fare ticket, various schemes tickets etc.
8. Ability to display the realtime passenger count in the Bus
9. Bus routes, bus stop details, fare details, concession rates etc. shall be centrally updated to Driver ticketing hardware devices via backend applications.
10. The ability to view the details of any ticket issued by the driver or the off-board digital assistants by scanning the unique QR code on the ticket.
11. Record the details of passengers travelling on a valid ticket from whom fare is not collected by the driver, such as concession ticket details, pre-paid smart card holders, pass holding passengers etc.
12. Tickets, fare and passenger count information should be encrypted and relayed in real-time to the AFCS without data loss, and also available in batches for reconciliation and settlement as per operational cycles, e.g. for each trip, for each shift, at the end of each day, etc.
13. In the case of loss of data connection, transactions must be stored locally and then transmitted to the AFCS upon re-establishment of the data network.
14. All ticketing devices shall work in offline mode in the case of loss of data connection and then be settled by batch mode as required once online.
15. At the end of each trip, the fare collection system should be able to print a trip summary report of a Driver ticketing hardware.
16. The Fare collection system should have the capability to update fare rules, fare tables etc. dynamically to Driver ticketing hardware via backend application.
17. The Driver ticketing hardware should be able to hold a different set of fare structure to be implemented from a given date and time.
18. The Driver ticketing hardware must be able to validate all forms of pre-purchased off-board tickets, passes, mobile tickets, smart cards, NCMC cards, paper-based tickets in both online and offline mode. The Driver ticketing hardware shall be compatible with National Common Mobility Cards ('NCMC').

## 1.2 Access To Driver ticketing hardware

- The driver should be able to login to the Driver ticketing hardware via a combination of username + password / PIN, or via any other secure means
- Other roles may be required to login to the device based on varying operational needs

## 1.3 Data Stored and Transmission

1.3.1 The Driver ticketing hardware and ETIM shall store all ticketing transaction data as below,

- a) Date and time of transaction
- b) Device ID
- c) Employee ID of driver/Digital Assistant
- d) Ticket serial number
- e) Ticket origin
- f) Ticket destination
- g) Number of Tickets
- h) Total Ticket Amount Value
- i) Payment Mode
- j) Trip code
- k) Smart card serial number /Pass number (if applicable)
- l) Concession code (if any)
- m) Transmission status (i.e. successfully or not successfully transmitted to AFCS)
- n) QR code
- o) Any additional data that may be deemed necessary to the transaction

1.3.2 The Driver ticketing hardware and ETIMs shall have sufficient memory to store a minimum 2 days' worth of transaction records apart from other mandatory software/firmware etc.

1.3.3 All successful and failed transaction records shall be stored in hardware devices and transferred to the backend application for reconciliation and MIS reports

1.3.4 Driver ticketing hardware and ETIMs shall transfer data to the backend application through mobile network data connection, and have the capability to transmit real-time ticket transactions, battery status, count of tickets, etc. to the AFCS.

## 1.4 Smart Card and Mobile Application Usage with Driver ticketing hardware

- The Driver ticketing hardware and ETIM shall have a trip validation functionality whereby when a smart card is brought in proximity to the reader or when a QR code is scanned with the Driver ticketing hardware/ETIM scanner, the ticket details necessary for the driver/digital assistance/vigilance staff to verify are displayed on the Driver ticketing hardware's /ETIM's display.
- Upon successful completion of any online payment transaction via closed-loop

smart card/UPI/NCMC/Pass/any other mode of payment etc., the Driver ticketing hardware/ETIM shall indicate the successful completion via its display and optionally a distinct audio sound as well.

## 1.5 Performance Requirements

- 1) The Driver ticketing hardware and ETIMs should be able to perform without any material degradation of performance over time.
- 2) The Driver ticketing hardware and ETIM should have an accuracy of 99% for every transaction, and any MIS reports generated through the Driver ticketing hardware or ETIM.
- 3) The time taken to print a ticket through the Driver ticketing hardware or ETIM after data entry should not exceed 4 (four) seconds per transaction.
- 4) The Service provider shall ensure availability and uptime of Driver ticketing hardware & ETIM and any related software Platform as per SLA mentioned.
- 5) The Driver ticketing hardware must be rugged enough to withstand the harsh public transport environment and be dust and water resistant.
- 6) The Driver ticketing hardware & ETIM must have multiple means of transferring data to the backend application in case of lack of mobile network data connectivity so that there is no loss of data for the MPYPIL.
- 7) The Driver ticketing hardware and ETIM should have a display that can be easily read under all conditions of ambient light throughout the day and night.

## Annexure – 2: Technical Specifications

**2.1 Driver Console** - Driver console must be able to provide these functionalities using inbuilt device capabilities or by using a system of connected external devices

Cellular Network	4G LTE
Sim	1 Slot
WiFi	2.4Ghz, 5GHz Wifi,Dual-band Wifi
Location	GPS, GNSS
Bluetooth	BLE 5.0
OS	Android 11 or higher with security payment system
Processor	Octa core A55 processor, Main Frequency 1.6Ghz
Memory	2 GB RAM + 16GB Flash
Display	9 " inch
Resolution	1024*600
Contactless Card Reader	(Integrated NFC reader 13.56 MHz, ISO/IEC 14443 A & B, EMVCo compliant, NCMC compliant, PCI PTS 5.x certified)
Front Camera	5MP for QR code scanning
Temperature	-10°C to 60°C
Audio	1 speaker
Com Port	USB2.0 x 2 ports
Security & Certifications	PCI PTS 5.x, EMV certified, RuPay qSPARC certified for NCMC
SIM & SAM	1 x SIM & 2 x SAM
Modes	Active mode (Ignition is ON)
	Sleep mode (Ignition is OFF)
	Shutdown mode (Ignition is switched OFF for 3 days)

### 2.2 Thermal Printer

Printer Method	Direct thermal
Paper width	57.5±0.5mm
Printing speed	120 mm/s Max.
Interface	USB/Lan/Serial/Parallel
Characters size	Afont A: 12x24, Font B: 9x17, CHN: 24*24
Characters/Line	Font A: 32 chars Font B: 42 Chars CHN: 16 Character Sets
Power Source	DC 12v/2.6A
Weight	0.88kg
Dimensions	180x135x135mm (DxWxH)
Work environment	Temperature (0 - 45°C) humidity (10-80%)
Auto Cutter	Partial

SDK	IOS, Android, windows
BIS Certified	YES

### 2.3 Expected Features of Driver console

S. No.	Feature	Compliance	Remarks
1	Touchscreen interface with high visibility	Required	High-brightness display for daylight visibility
2	Issue of Tickets through Cash	Required	Full cash handling with thermal receipt
3	Issue of Tickets through UPI	Required	Dynamic QR code generation on display
4	Issue of Tickets through Closed Loop Smart Card / NCMC using an inbuilt or external validator	Required	QR code scanner/NFC
5	Card Reader (inbuilt or using external validator)	Required	RuPay qSPARC certified reader
6	Issue of Tickets through Passes (inbuilt or using external validator)	Required	Daily, weekly, monthly, any pass validation
7	Validation of mobile app Tickets through QR code scanning / NFC (inbuilt or using external validator)	Required	Mobile app integration
8	Thermal Printer	Required	Thermal printer
9	To validate Paper Tickets (using inbuilt or external QR scanner)	Required	QR Code validation can be done.
10	Display Passenger Count	Required	Real-time onboard count displayed
11	Issue Alerts/Diagnostics	Required	System supports remote device health monitoring, firmware OTA updates via SDK, remote restart, maintenance/failure reports, network availability reports, end-of-day transaction reports
12	Integration with GPS/VLTD	Required	Real-time location tracking with VLTD

			integration
13	Regulated power supply with surge protection	Required	Built-in voltage regulation
14	Tamper Protection	Required	Physical tamper-detection mechanisms
15	Secure mounting and tamper detection	Required	Tamper-evident mounting hardware
16	Local Memory Storage	Required	On-device storage for offline data

#### 2.4 Validator /Electronic Ticket Issuing Machine /Handheld devices

Application processor	ARM Cortex Quad Core
Cameras	Rear Camera: 5 megapixels for QR scanning
Thermal Printer	Speed in lines/sec: Up to 18 lines/second Paper roll cage: 58 mm width x 40 mm diameter
Terminal Connectivity	Mobile Data: 4G or LTE WiFi: WiFi b / g / n Bluetooth: 4.x
Terminal Connections	USB: Micro-USB OTG or USB-C
Battery	Li-ion equivalent to 18 Wh or more
Memory	2GB RAM or more + 8GB Flash
Operating System	Android 11 or higher with security payment system
SIM And SAM	1 x SIM & 2 x SAM
Contactless Card Reader	(Integrated NFC reader 13.56 MHz, ISO/IEC 14443 A & B, EMVCo compliant, NCMC compliant, PCI PTS 5.x certified)
Display	5.5 inches IPS colour 1280x720 pixels Touchscreen Capacitive
Keypad	Onscreen virtual keyboard

Positioning	GPS
Audio	1 speaker
Environment	Operating temperature DC unplugged: 0°C to +40°C Operating temperature DC plugged: 0°C to +40°C Storage temperature: 0°C to +40°C
Security And Certifications	Certified PCI PTS 5.x, EMV certified RuPay qSPARC certified for NCMC

## 2.5 Expected Features of ETIM/Handheld devices

S. No.	Feature	Compliance	Remarks
1	Touchscreen or Button operated ETIM	Required	Touchscreen interface
2	Display	Required	Colour LCD display
3	Issue of Tickets through Cash	Required	With integrated thermal printer
4	Issue of Tickets through UPI	Required	QR code display for UPI collection
5	Issue of Tickets through Closed Loop Card	Required	Contactless NFC reader
6	Issue of Tickets through NCMC	Required	RuPay qSPARC certified
7	Issue of Tickets through Passes	Required	Pass validation and deduction
8	Issue of Tickets through Wallets	Required	Mobile wallet integration
9	Integrated Thermal Printer	Required	Built-in thermal printer
10	Scanner to Validate Ticket QR Code/NFC & Mobile app	Required	Integrated QR/barcode scanner and NFC reader
11	Optimal Battery back-up	Required	Full-shift battery life (12+ hours)
12	Tamper Proof	Required	Tamper-evident casing
13	Local Memory Storage	Required	On-device storage for offline retention
14	Offline mode operable capability	Required	Full offline ticketing with auto-sync

15	Real-time transaction capture	Required	Timestamped transaction logging
16	Customizable software compatibility	Required	Open API for software customization

## 2.6 Technical Specifications of Automatic Passenger Counter (APC) installed in PM E-bus Sewa buses

### Overview:

- Support 1920\*1080 @ 30fps resolution.
- Support WDR to meet the demands of various vehicle running environments on image effect.
- Support to work 24/7.
- Support auto exposure response algorithm, auto white balance algorithm, and auto noise reduction.
- Support the passenger counting function based on deep learning.
- Several mounting brackets are available for different vehicle models.
- In accordance with the vehicle anti vibration design.
- Accuracy 95 %

Technical Specifications			
1	Product model	MT APC 001	
2	Function overview	Passenger counting	
3	Basic parameters	Image sensor	1/2.8 2M pixel CMOS
		S/N	>=50db
		Minimum illumination	Color: 0.05Lux/F1.2; white/black: 0Lux (IR LED on)
		Focal length	M12 2.7mm lens
		Viewing angle	FOV: 1200 VFOV: 62.50
		Electronic shutter	1/60s-1/5000s
		WDR	2F DWR dynamic range280db
		IR	3m
4	Audio & video encoding	Video compression standard	H.264 (the default) & H.265
		Compression output bitrate	512Kbps-10Mbps
		Image Resolution	Main stream: 1080p @ 30fps
			Sub-stream 1: VGA/QVGA/CIF @ 15FPS or D1@15FPS
		Sub-stream 2: CIF @ IOFPS/self-adaptive	

		CBR/VBR	Supported (the default is VBR)
		Audio input	Not supported
5	Image	Maximum image size	1920x1080
6	Network	Network interface	10M/100M self-adaptive Ethernet interface (6PIN aviation connector female)
		Client preview	Internal WEB server. Support IE browser access
7	Installation	Installation method	Support embedded-mounted, top-mounted and side-mounted Embedded-mounted bracket: 188.05mm*67.04mm*33mm
		Dimensions (brackets included)	Top-mounted bracket: 179.17mm*55.88mm*42.5mm Side-mounted bracket: 178.96mm*54.95mm*45.35mm
8	Power	Power supply	PON (DC12V). Voltage range supported: 8-16V
		Power consumption	<5W
9	Working environment	Working temperature	-30°C-+70°C
		Storage temperature	-40°C-+85°C
		Humidity	0% - 90%

## 2.7 Technical Specifications of Mobile Network Video Recorder (MNVR) installed in PM E-bus Sewa buses

### Overview:

- Embedded Linux operating system
- H.265/H.264 encoding and decoding to improve the memory space utilization
- 3.5-inch hard disk storage, hard disk heating & hard disk power-off protection technologies
- SD card backup
- Connection With Storage units such as a fireproof box for disaster recovery backup
- Outstanding anti-vibration performance and high reliability, providing comprehensive functions

Technical Specifications			
1	Function Overview		1024 x RGB x 600 Dots
2	System	Operating System	Linux
		Control Mode	CP4,mouse, EasyCheck, and network (3G/4G/Wi-Fi)
3		Input	4-channel AHD + 4-channel IPC (PON power supply)

	Video	Output	1-channel CVBS + 1-channel VGA
		Total Resource	<b>AHD:</b> 4 * 1080P @ 25 fps (PAL) or 4 * 1080P @ 30fps(NTSC) <b>IPC:</b> 4*1080P@30fps(IPC)
4	Audio	Input	4-channel AHD + 4-channel IPC
		Output	1 channels
5	Display	Display Split	1/4/9-screen display
		Screen Display	Positioning information, alarms, license plate numbers, driving speed, time, etc.
		Operating Interface	GUI
6	Recording	Audio/Video Compression Format	Video H.264/H.265 Audio ADPCM,G.711U,G.711A
		Image Resolution	<b>AHD:</b> <b>1. PAL:</b> 1080p (1920 × 1080), 720p (1280 × 720), WD1 (928 × 576), WHD1 (928 × 288), WCIF (464 × 288), D1 (704 × 576), HD1 (704 × 288), CIF (352 × 288); <b>2. NTSC:</b> 1080p (1920 × 1080), 720p (1280 × 720), WD1 (928 × 480), WHD1 (928 × 240), WCIF (464 × 240), D1 (704 × 480), HD1 (704 × 240), CIF (352 × 240); <b>IPC:</b> 1080p (1920 × 1080), 720p (1280 × 720);
		Image Quality	Levels 1–8 adjustable (preferably Level 1)
		Recording Mode	Startup/Scheduled/Alarm event recording
		Alarm Recording Delay	0-30 min
7	Playback	Playback Channel	1-channel local playback
		Search Mode	By date/time, channel, or event
8	Network	3G/4G	EVDO/TD-SCDMA/WCDMA/TDD-LTE/FDD-LTE (optional)
		WIFI	Supported protocol: 802.11b/g/n (optional ac model)

		Ethernet	1 × RJ45 (10/100 M)
9	Positioning	GPS/BD	Positioning, speed detection, and time synchronization
10	Sensor	G-Sensor	Built-in 6-axis inertial sensor
11	Storage	HDD	1 × 3.5" SATA HDD + 1 × M.2 SATA SSD, hard disk heating supported
		SD	Hot-swapping 32/64/128/256 GB SDXC
12	Port	USB	1 × USB2.0 (5pin aviation connector) + 1 × USB2.0 (Type A)
		SD	1 × SD card slot
		Amplifier	2*20W
		SIM	1 × SIM card slot
		Serial Port	2 × RS232, 2 × RS485
		CAN	1 × CAN
		IO	8-channel input and 2-channel output
		Pulse Speed Detection	1 channel
		Control Panel	CP4
		Intercom	1 × MIC port (CP4)
13	Power Supply	Input	Input DC 8-36V
		Output	5 V @ 500 mA & 12 V @ 500 mA
		Maximum Typical Power Consumption	45 W
		Standby Power Consumption	0 W
14	Physical Characteristics	Dimensions (mm)	348.4x 189.5 x 95.7 (with rear shield and bracket)
		Weight (kg)	3.0 kg (without hard disks)
15	Environment	Operating Temperature	-40°C to +70°C (heated, without hard disks)
		Operating Humidity	8% to 95% (non-condensing)

## 2.8 Technical Specifications of VLTD (Vehicle Location Tracking Devices) installed in PM E-bus Sewa buses

<b>Parameters</b>	<b>Specifications</b>	<b>Features</b>
Cellular (2G)	850/900/1800/1900 MHz	Enables global connectivity and communication.
Communication Interface	TCP/IP	Enables reliable data communication.
Short Range	Bluetooth 4.0	Provides reliable wireless communication.
Navigation	GPS, NavIC	Provide global satellite navigation for precise vehicle tracking.
Digital Input	4 Nos	Detect vehicle movement; connect to panic button or AC system.
Digital Output	2 Nos	Output used for vehicle immobilization in case theft.
Analog Input	2 Nos	The analog input is used for fuel sensors to check actual fuel level in vehicle.
RS232	1 No	RS232 enables communication with vehicle diagnostic systems.
USB	2.0 - For Config Purpose Only	Facilitates data transfer and device connectivity.
Ignition (IGN)	Yes	Device digital input (IGN) will be connected to vehicle IGN to detect vehicle on/off.
Panic Button	Yes	Enables quick emergency alerts for immediate assistance.
Accelerometer & Gyroscope	Yes	Tracks vehicle orientation, acceleration, and movement changes.
OTA / FOTA	Yes	The device as an option to update the configuration parameters and firmware update through maintenance server.
Device Case Open/Tamper Alert	Yes	In case device main power is disconnected or device box is tampered or open the device will detect an alert.
LED Status Indicators	GNSS, Process, Cellular, Power	LED indication is to check the device behavior with respect GNSS, Cellular, Power & Process LED.

<b>Parameters</b>	<b>Specifications</b>	<b>Features</b>
Internal Battery	850 mAH	Offers backup power during brief outages.
Power Supply	9-32V DC	Supports a wide range of vehicle power sources.
Sleep Mode Current	<5 mA	Device has an option to configure to sleep mode once the vehicle is in OFF condition.
Cellular/GNSS/BLE Antenna	Internal	Enable communication, navigation, and connectivity.
SIM	eSIM (MFF2)	Enables connectivity and location tracking for devices.
Data Storage Memory	16MB	Stores telematics data for analysis and reporting.
Record Storage Count	40000 Records	Holds historical data for review and analysis.
Configuration	USB / SMS / TCP/IP / BT	Allows device setup via multiple communication methods.
Operating Temperature	-25 to +85 Degree Celsius	Ensures operation in extreme temperatures.
Storage Temperature	-40 to +85 Degree Celsius	Protects device during extreme temperature storage.
Vibration	IS:9000-8	Ensures durability against mechanical vibrations.
Ingress Protection	IP67	Protects against dust and water.
Internal Battery	850 mAH	Offers backup power during brief outages.
Power Supply	9-32V DC	Supports a wide range of vehicle power sources.
Sleep Mode Current	<5 mA	Device has an option to configure to sleep mode once the vehicle is in OFF condition.
Cellular/GNSS/BLE Antenna	Internal	Enable communication, navigation, and connectivity.

<b>Parameters</b>	<b>Specifications</b>	<b>Features</b>
SIM	eSIM (MFF2)	Enables connectivity and location tracking for devices.
Data Storage Memory	16MB	Stores telematics data for analysis and reporting.
Record Storage Count	40000 Records	Holds historical data for review and analysis.
Configuration	USB / SMS / TCPIP / BT	Allows device setup via multiple communication methods.
Operating Temperature	-25 to +85 Degree Celsius	Ensures operation in extreme temperatures.
Storage Temperature	-40 to +85 Degree Celsius	Protects device during extreme temperature storage.
Vibration	IS:9000-8	Ensures durability against mechanical vibrations.
Ingress Protection	IP67	Protects against dust and water.
Temperature Endurance	ISO 16750-4, Clause 5.1.2.2	Ensures durability under extreme temperature conditions.
Thermal Shock	ISO 16750-4	Tests resilience to rapid temperature changes.
Mechanical Shock	ISO 16750-3	Ensures device reliability under mechanical shock conditions.
Electrical (Load Dump)	ISO 7637-2 Pulse 5a, 5b	Protects against voltage spikes and electrical surges.
EMI / EMC	AIS-004	Reduces electromagnetic interference for reliable operation.
Certification	AIS 140	Ensures compliance with Indian vehicle tracking standards.

**Overview of VLTD:**

- Low power consumption & power optimization
- Digital I/Os & 2 Analog Input
- Accelerometer & Gyroscope
- RS232 - 1No
- Internal Storage Data Capacity of 40000 Records
- Long Battery Backup up to 6 hours\*
- Remote health checking / Diagnosis through SMS
- Main Battery Removal Alert
- IP67 Rating

## Annexure – 3: Functional Details of Fare Collection System (FCS)

### 3.1 Integration With All System Components

- Integration of all the hardware devices in scope of Fare Collection System with the backend application and process all the transactions for fare collection from the Driver Console and ETIM
- Data received from the Driver Console and ETIM operated from the same bus shall be integrated and transferred to the backend application
- Push all necessary Bus, Driver, Bus route details, Fare details etc. to Driver ticketing hardware via OTA updates.
- Configuration of transport details such as product/scheme ID, name, duration, number of trips per day, routes or stops, device type, fare, discounted fare, applicable passenger categories, etc.
- Communicate with each Driver ticketing hardware via the network and process the data received to provide overall audit, statistical and operational information.
- Generate the necessary MIS reports from the passenger count and fare transaction information.
- Dynamically update the hardware devices for any changes made at the backend application
- Integration of all the backend system of FCS with MPYPIL ITMS application once it is

### 3.2 Reconciliation And Real-Time Reporting

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

### 3.3 Database Management System

- Support exceptions handling, validation, and security.

- Parallel processing of transactions.
- Maintain historic data and transfer of Historic data to MPYPIL ITMS application

### 3.4 Security Management

- Restrict access of entire FCS to authorised users only.
- Create different user groups and assign different access levels / privileges.
- Maintain transaction logs to record all changes to database, transactions, time taken for payment, to track all down time etc. to track all the application-based SLAs
- Security breach reports must be sent to authorised personnel for Service Provider and MPYPIL as per the SLA.

### 3.5 Tickets And Revenue Reports

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

## Annexure – 4: Deficiency List of Fare Collection System Manpower

### 1. CASH

1. Failure to return passenger's balance amount in sufficient time.
2. Misappropriation of excess cash (passenger balance), if any.
3. Failure or delay to deposit lost property and/or unauthorized disposal thereof.
4. Delay in depositing cash collection immediately on completion of duty.
5. Not endorsing passenger's balance on the waybill and on the back of the tickets, if required.

### 2. DUTY

- Not issuing tickets after receiving money from passengers
- Not taking money and not issuing the tickets for the distance travelled by the passengers with the malafide
- intention to appropriate the money
- Sale of old tickets, collecting money from passengers, and appropriating the same
- Issuing ticket of a lesser denomination while collecting entire fare corresponding the journey being undertaken by the passenger and appropriating the extra money so collected as against the denomination of ticket issued
- Any short/ excess amount being found with the FCPs at the time of depositing of the cash by them at the end of duty hours
- Leaving duty before reaching terminus and/or without proper relieving.
- Losing attendance card.
- Not announcing Bus stops for passenger information.
- Not hailing passengers for tickets
- Not reporting to supervisor (in case posted) at starting point / time.
- Not marking closing or opening Number of Tickets in the waybill.
- Not checking tickets issued by advance booker or passes.
- Losing any property of Service Provider or MPYPIL
- Remaining idle and not issuing tickets when required.

### 3. CONDUCT & BEHAVIOR

- ✓ Disobeying the orders of MPYPIL or Service Provider.

- ✓ Being rude or insolent to passengers.
- ✓ Without uniform.
- ✓ Not found mobile in the bus for ticket dispensation.
- ✓ Smoking in Bus/Depot/Public places.
- ✓ Sleeping/leisurely sitting while on duty.
- ✓ Delaying bus without cause.
- ✓ Not guiding driver properly, while the vehicle is being reversed by the driver.
- ✓ Driving the vehicle
- ✓ Not reporting incidents, accidents and breakdowns in time.
- ✓ Not reporting faulty display board/announcement system in the bus.
- ✓ Not providing necessary aid to people injured by bus in case of an accident.
- ✓ Thumping the bus panels to give signals to driver.
- ✓ Intentionally causing harm to Bus devices
- ✓ Verbal altercation or misbehavior with Driver

#### **4. TICKETS**

- Wrong punching of tickets, passes etc.
- Wrong/faulty operation of ETM
- Any other deficiency as may be added by NMC from time to time.

## **Annexure – 5: Functional Details of Passenger Count Audit System**

### **5.1 Passenger Count Monitoring**

- 1) Passenger count captured from the Cameras installed in Buses and transferred to the backend application through Driver Console shall be used for monitoring number of passengers who have boarded, deboarded and are present inside the buses.
- 2) The Passenger count shall give the Number of passengers who have commuted on the buses
- 3) Integration of FCS ridership data and comparison against Number of tickets issued to detect ticketless travel.
- 4) Real-time trigger of on-ground audit requests to auditors/vigilance staff.

### **5.2 Ticket checking by Vigilance Staff**

- On field ticket vigilance staff shall be provided with a handheld terminal for ticket checking during Bus operation.
- The devise provided shall be capable of scanning the QR codes on paper tickets,

Online tickets etc. to validate the tickets. The device shall also verify the tickets issued through smart cards, Passes etc.

- Bus routes to be audited shall be conveyed to vigilance staff daily.
- Provision to put penalty to the ticketless travelers and collect it digitally via Cash or UPI, smart cards

## Annexure – 6: Digital Assistants’ Role

### 5.1 Onboard Digital Assistants

1. The Service provider shall deploy Onboard Digital Assistants on buses from the first day of operations to guide the passengers in ticketing, digital payments, to manage the passengers in buses and familiarize them with the driver-based fare collection system.
2. Onboard Digital Assistants shall not issue tickets and shall not perform the role of conductors. Ticket issuance shall be performed mainly through the driver-based ticketing system.
3. Digital Assistants shall carry the ETIM in buses and shall issue tickets only if the Driver Consoles installed in the buses are not working
4. Digital Assistants shall collect the fare received in cash from the drivers and deposit the cash at cash collection centres based in Bus depots after the end of every Bus trip/shift.
5. Onboard Digital Assistants shall be deployed for a transition period of up to twenty-four (24) months from the Go-Live date. The digital assistants’ term may be extended subject to their performance quality and the success of implementation of Driver based Fare collection system.

### 5.2 Off-Board Ticketing Staff

- 1) The Service provider shall deploy Off-Board Ticketing Staff at the locations identified by MPYPIL across all cities mentioned in scope of this RFP. These locations shall be bus/railway/metro terminals, interchanges, or high-demand stops for the purpose of issuing off-board tickets and facilitating fare collection.
- 2) Off-Board Ticketing staff may issue tickets or Passes/Smart cards using handheld devices/ETIMs integrated with the backend application of fare collection system. They can also recharge Passes/Smart cards using handheld devices/ETIMs integrated with the backend application
- 3) Deployment of Off-Board Ticketing Digital Assistants shall be need-based and location-specific and shall not be construed as permanent staffing or a substitute for the driver-based fare collection system.

### 5.3 Training and Statutory Compliance (Applicable to All Manpower deployed by Service Provider)

- 1) Digital Assistants shall wear uniforms as approved by the MPYPIL, with visible identification including badge and/or name tag.
- 2) Digital Assistants shall maintain courteous behavior and professional conduct towards passengers, Bus Operators manpower and officials of the MPYPIL.
- 3) Digital Assistants shall undergo training and refresher programs provided by Service Provider as required for effective discharge of their duties. The cost of training is paid by the Service provider.
- 4) The Service provider shall be solely responsible for compliance with all applicable labour laws and statutory obligations in respect of personnel engaged under this Contract.
- 5) Manpower deployed by the Service provider shall not be deemed as employees of MPYPIL, and MPYPIL shall not be liable for any acts or omissions of such personnel.
- 6) Digital Assistants and all manpower deployed by service provider shall comply with lawful instructions issued by MPYPIL relating to operations and passenger service, failing which applicable penalties may be levied.

## Annexure 7: Change Request Note Format

<b>Change Request Notice Number:</b>	Date of Initiation:
<b>Part A: Initiation</b>	
Title:	
Originator:	Sponsor:
<b>Details of Proposed Change:</b> (Include reason for change and appropriate details / specifications. Identify attachments as A1, A2, A3, etc.)	
<b>Authorised By The MPYPIL</b> Signature  Name: Title: Date:	<b>Received By The Service Provider</b> Signature  Name: Title: Date:
<b>Part B: Evaluation</b>	
<b>Brief Description of Solution:</b> (Identify any attachments as B1, B2, and B3 etc.)  Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
<b>Impact:</b>	
<b>Deliverables:</b>	
<b>Timelines:</b>	<b>Charges for Implementation:</b> Include payment schedule
<b>Authorised By The MPYPIL</b> Signature  Name: Title: Date:	<b>Received By The Service Provider</b> Signature  Name: Title: Date:
<b>Part C: MPYPIL To Proceed</b>	

Implementation of this CRN as submitted in Part A, in accordance with Part B is: (tick as appropriate)

Approved     Rejected     Requires Further Information (as follows, or as Attachment 1, etc.)

<b>Authorised By The MPYPIL</b>	<b>Received By The Service Provider</b>
Signature  Name: Title: Date:	Signature  Name: Title: Date:

## Annexure 8: Consortium Agreement Format

*Note: To be executed on non-judicial stamp paper of appropriate value, to be purchased in the name of executants' companies or as required by the jurisdiction in which executed.*

This AGREEMENT (hereinafter referred to as 'Consortium Agreement') executed on this day of..... Two Thousand .....

By:

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

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

The Lead Bidder and the Second Bidder, shall collectively hereinafter be referred to as the 'Consortium Members' for the purpose of submitting a proposal (hereinafter referred to as 'Bid') for the work of 'Selection of Fare Collection Service Provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh' (hereinafter referred to as 'Project') of Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL) (hereinafter referred to as the 'MPYPIL') in response to Request for Proposal document Tender number ..... dated (hereinafter referred to as 'Tender') for the purposes of submitting the Bid and entering into an agreement in case of award for the work of the Project.

WHEREAS MPYPIL has invited bids vide the Tender;

AND WHEREAS as per the Tender, consortium bids shall also be considered by MPYPIL provided they meet the specific requirements in that regard;

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

AND WHEREAS clause 4.2.4.2 of the Tender stipulates that a consortium of maximum 2 (two) companies, meeting the requirements stipulated in the Tender may submit a Bid signed by Lead Bidder so as to legally bind all the Consortium Members to MPYPIL and the duly signed Consortium Agreement shall be attached to the Bid.

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

1. We, the Consortium Members, hereby confirm that the name and style of the consortium shall be.... (herein referred to as 'Consortium').
2. That the above-named Lead Bidder shall act as Lead Bidder for self, and for and on behalf of the above named Second Bidder, and further declare and confirm that we shall

jointly and severally be bound unto MPYPIL for the successful performance of the obligations under the Tender and resulting contract agreement(s) submitted / executed by the Lead Bidder in the event of our selection for Project. Further, the Lead Bidder is authorised to incur liabilities and receive instructions for and on behalf of any or all Consortium Members.

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

<b>Project Components / Activities</b>	<b>Roles and Responsibilities of Lead Bidder</b>	<b>Roles and Responsibilities of Second Bidder</b>
1.		
2.		
3.		
4.		
5.		
6.		
Value of each member of consortium (in %)		

1. It is agreed that the Lead Bidder shall be liable for the entire scope of work and risks involved thereof. It is also agreed that all Consortium Members shall be held equally responsible along with the Lead Bidder for the obligations under the Tender, Project, and the Consortium Agreement, as per the scope of work, roles, and responsibility agreed in the Consortium Agreement.
2. For the purpose of this Consortium Agreement, the Tender and the implementation of the Project, the Lead Bidder shall be the single point of contact for MPYPIL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Consortium Members are complying with the terms and conditions set out in the contract with MPYPIL and the Tender.
3. If MPYPIL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to Tender (herein referred to as the ‘Agreements’) or any shortfall in the performance of the transaction or in meeting the performances guaranteed as per the Tender and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to MPYPIL on its demand without any demur or contest. MPYPIL shall have the right to proceed against any of the Consortium Members and it shall neither be necessary nor obligatory on the

part of MPYPIL to proceed against the Lead Bidder before proceeding against or dealing with the other Consortium Member.

4. The financial liability of the Consortium Members to MPYPIL, with respect to any of the claims arising out of the performance or non-performance of obligations under the Tender and the Agreements shall not be limited so as to restrict or limit the liabilities of any of the Consortium Members.
5. It is expressly agreed by the Consortium Members that all the due payments shall be made by MPYPIL to Lead Bidder only.
6. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Madhya Pradesh shall have the exclusive jurisdiction in all matters arising there under.
7. It is also hereby agreed that Lead Bidder shall, on behalf of the Consortium Members, submit the Bid and performance security as specified by MPYPIL in the Tender.
8. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by the MPYPIL.
9. This Consortium Agreement shall come into force as of the date of signing and shall be in effect until the complete discharge of all obligations, concerning the Project, have been undertaken by the parties under this Agreements, Tender, and Consortium Agreement.
10. Any other terms and conditions agreed between the Consortium Members shall not be in contradiction to the Tender and above-mentioned terms and conditions.

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

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

## Annexure 9: Non-Disclosure Agreement

*Note: To be executed on non-judicial stamp paper of appropriate value, to be purchased in the name of executants' companies or as required by the jurisdiction in which executed.*

This AGREEMENT (hereinafter referred to as the 'Agreement') is made on the day of....., between, Madhya Pradesh Yatri Parivahan and Infrastructure Limited .....(MPYPIL) (hereinafter referred to as the 'MPYPIL') and.....(hereinafter referred to as the 'Bidder') having its registered office at .....

WHEREAS MPYPIL has issued a public notice inviting various organizations for the 'Selection of Fare Collection Service Provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh' (hereinafter referred to as the 'Project');

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

NOW THEREFORE, MPYPIL and the Bidder agree as follows:

1. MPYPIL agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document (hereinafter referred to as the 'Tender'). The Tender contains details and information of the MPYPIL's operations that are considered confidential.
2. The Bidder to whom this Tender is disclosed shall:
  - a) hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
  - b) restrict disclosure of the information solely to its employees and other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
  - c) use the information only as needed for the purpose of preparing its Bid for the Project;
  - d) except for the purpose of preparing its Bid for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and undertake to document the number of copies it makes; and
  - e) on completion of the bidding process and in case unsuccessful, promptly return to MPYPIL all information in a tangible form or destroy such information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
  - a) Was previously known to the Bidder free of any obligation to keep it

- confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure;
- b) Is or becomes publicly known through no wrongful act of the Bidder; or
  - c) Is independently developed by an employee, agent, or implementation agency of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
4. The Agreement shall apply to all information relating to the Project disclosed by MPYPIL to the Bidder.
  5. MPYPIL shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
  6. MPYPIL reserves the right to share the information received from the Bidder under the ambit of the Right To Information Act, 2005.
  7. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by MPYPIL to the Bidder, MPYPIL shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by MPYPIL is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of MPYPIL on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
  8. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
  9. Upon written demand of MPYPIL, the Bidder shall
    - a) Cease using the information;
    - b) Return the information and all copies, notes, or extracts thereof to MPYPIL forthwith after receipt of notice; and
    - c) Upon request of MPYPIL, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
  10. This Agreement constitutes the entire Agreement between MPYPIL and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
  11. Confidential information is provided 'as-is'. In no event shall MPYPIL be liable for the accuracy or completeness of the confidential information.
  12. This Agreement shall benefit and be binding upon MPYPIL and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.

13. This agreement shall be governed by and construed in accordance with the laws of India, and the court of Bhopal shall have jurisdiction.

For..... ,

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

Designation:

Date:

Business Address:

## Annexure 10: Power Of Attorney For Lead Bidder of Consortium

*Note: To be executed on non-judicial stamp paper of appropriate value, to be purchased in the name of executants' companies or as required by the jurisdiction in which executed.*

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

1. M/s .....(Lead Bidder) having registered / head office at ;
2. M/s .....(Second Bidder) having registered / head office at ;

Do hereby constitute, nominate, and appoint M/s (Lead Bidder) having its registered / head office at..... as our duly constituted lawful Attorney (hereinafter referred to as the 'Lead Bidder') to exercise all or any of the powers for and on behalf of the Consortium Members to participate in the Bid for 'Selection of Fare Collection Service Provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh', as per the scope of work stipulated therein for which proposal(s) (herein referred to as 'Bid(s)') have been invited by the Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL) (hereinafter referred to as the 'MPYPIL'), to undertake the following acts:

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

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

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

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

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

In Witness Thereof, the members constituting the Consortium Members as aforesaid have executed these presents on this ..... day of .....

For and on behalf of M/s (Lead Bidder),

(Signature of the authorised signatory along with company seal)

Name: Designation:

Date:

Business Address:

For and on behalf of M/s (Second Bidder),

(Signature of the authorised signatory along with company seal)

Name:

Designation:

Date:

Business Address:

Accepted,

(Signature of the Attorney - Lead Bidder)

Name:

Title:

Address:

Witnesses:

- 1.
- 2.

*Notes:*

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

## Form – 1: Letter of Application and Interest

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

Date:

To,  
The Managing Director,  
Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL)  
Pragati Bhawan, 3rd Floor, BDA HO, MP Nagar Zone 1,  
Shiksha Mandal, Bhopal, Huzur, Madhya Pradesh, 462011, India

Reference: RFP for ‘Selection of Fare collection Service provider for Buses operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh’ issued by MPYPIL.

Subject: Submission of proposal for ‘Selection of Fare collection Service provider for Buses operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh’.

Dear Sir,

1. With reference to your RFP Document dated \_\_\_\_\_, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Fare collection service provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh (the “ **Agency**”) of the subject assignment. The proposal is unconditional and unqualified.
2. I/We acknowledge that MPYPIL shall be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Annexures / Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project / Assignment.
4. I / We shall make available to MPYPIL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of MPYPIL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial MPYPIL or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public MPYPIL nor have had any contract terminated by any public MPYPIL for breach on our part.
7. I/We declare that:  
We have examined and have no reservations to the RFP Document, including any Addendum issued by MPYPIL;
8. I / We do not have any conflict of interest as mentioned in the RFP Document;
9. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any Agreement entered into with MPYPIL or any other public sector enterprise or any government, Central or State; and
10. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

11. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP Document.
12. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory MPYPIL which would cast a doubt on our ability to undertake the subject assignment or which relates to a grave offence that outrages the moral sense of the community.
13. I / We further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MPYPIL (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the work for the subject assignment is not awarded to me/us or our proposal is not opened or rejected.
16. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date specified in the RFP.
17. In the event of my/our firm being selected, I/We agree and undertake to provide the services in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
18. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by MPYPIL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of subject assignment.
19. The Technical and Financial Proposals are being submitted in separate covers along with Form-5 to prove our financial details. The contents provided in Envelopes I & II shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

For \_\_\_\_\_

(Signature of the authorised signatory along with company seal)

Name:

Designation:

Date:

Place:

Business Address:

## Form – 2: Checklist of Submissions

S. No.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	Form – 1: Letter of Application and Interest		
2.	Form – 2: Checklist of Submissions (This Checklist)		
3.	Form – 3: General Information of Bidder		
4.	Form – 4: Non-Blacklist Self Declaration Form		
5.	Form – 5: Financial Capability		
6.	Form – 6: Technical Qualification Relevant experience certificates/work orders/performance certificates		
7.	Form – 7: Financial Bid Format signed by Statutory authority  (Financial Bid To be uploaded in the MS-Excel sheet provided in the MP Tender portal only and not along with the Technical Bid. Financial Bid submitted in hard copy format shall not be accepted.)		
8.	Acknowledgement of online payment towards EMD and Processing fee; or Form – 8: Earnest Money Bank Guarantee Format		
9.	Form – 9: Power of Attorney for Signing the Bid		
10.	Form – 10: Performance Bank Guarantee Format		
11.	Form – 11: Pre-Contract Integrity Pact		
12.	Form – 12: Details of Bank Account for Refund of EMD		
13.	Company incorporation certificate/Registration of certificate of partnership firm/Registration of LLP		
14.	Attested copies of “Memorandum of Association” & “Articles of Association”, “Partnership Deed” as applicable		
15.	Attested copies of the PAN copy and GST registration certificate. (The successful bidder shall submit the GST REGISTERED IN MADHYA PRADESH before entering into Agreement)		
16.	Audited financial statement for the last three financial years and financial years for which the financial capacity was submitted		

17.	Signed RFP Document along with addendum or corrigendum if any– All pages		
-----	--	--	--

## Form – 3: General Information of Bidder

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

Date:

To,  
The Managing Director,  
Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL)  
Pragati Bhawan, 3rd Floor, BDA HO, MP Nagar Zone 1,  
Shiksha Mandal, Bhopal, Huzur, Madhya Pradesh, 462011, India

**Subject: Submission of Bidder Details in response to Request for Proposal for ‘Selection of Fare collection service provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh’**

<b>1</b>	<b>Details and Address of the Bidder:</b>	
	a. Name of the Bidder:	
	a. Country of Incorporation:	
	a. Address of the corporate headquarters and its: Branch office(s), if any, in India:	
	b. Date of incorporation and/ or commencement of business:	
<b>2</b>	<b>Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:</b>	
<b>3</b>	<b>Particulars of individual(s) who shall serve as the point of contact/ communication for the Bidder:</b>	
	Name	
	Designation	
	Address	
	Telephone/Mobile Number	
	E-Mail ID	
<b>4</b>	<b>Particulars of the Authorized Statutory Signatory of the Bidder:</b>	
	Name	
	Designation	
	Address	
	Telephone/Mobile Number	
	E-Mail ID	

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

For \_\_\_\_\_

(Signature of the authorised signatory along with company seal)

Name:

Designation:

Date:

Place:

Business Address:

## Form – 4: Non-Blacklist Self Declaration Form

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

Date:

To,  
The Managing Director,  
Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL)  
Pragati Bhawan, 3rd Floor, BDA HO, MP Nagar Zone 1,  
Shiksha Mandal, Bhopal, Huzur, Madhya Pradesh, 462011, India

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

Dear Sir,

In response to your Request for Proposal ‘Selection of Fare collection service provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh’ Tender Number \_\_\_\_\_ (hereinafter referred to as ‘Tender’), I / we hereby declare that presently our company / firm \_\_\_\_\_ has an unblemished record and has not been declared ineligible for any reason either indefinitely or for a particular period by any State or Central Government or autonomous body, or public sector unit.

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

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

For \_\_\_\_\_

(Signature of the authorised signatory with company seal)

Name:

Designation:

Date:

Place:

Business Address:

## Form – 5: Financial Capability

*Note: To be furnished by the chartered accountant of the bidder on their letterhead and signed by an authorised signatory.*

Date:

To,  
The Managing Director,  
Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL)  
Pragati Bhawan, 3rd Floor, BDA HO, MP Nagar Zone 1,  
Shiksha Mandal, Bhopal, Huzur, Madhya Pradesh, 462011, India

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

Dear Sir,

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

Annual Turnover (Select 3 consecutive years)

Financial Year	Amount In Figures	Amount In Words
2022-23	₹	Rupees ..... only
2023-24	₹	Rupees ..... only
2024-25	₹	Rupees ..... only

Net Worth

As On	Amount In Figures	Amount In Words
2022-23	₹	Rupees ..... only
2023-24	₹	Rupees ..... only
2024-25	₹	Rupees ..... only

(Signature of the authorised signatory along with company seal)

Name:

Designation:

Membership Number:

UDIN :

Date:

Place:

Business Address:

## Form – 6: Technical Qualification

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

Technical Qualification of Projects:

i) Technical Qualification Criteria#1: Experience in digital transactions in a single project for intra-city stage carriage buses (maintain separate row for each project)

Project S. No.	Name of Project	Client Name & Project Location	No. of digital transactions performed in the single project for intracity stage carriage buses			Certificate or Letter from the client entity available confirming the criteria (Yes/No)	Details mentioned in the Proposal Page No.#
			1,00,00,000 to 1,50,00,000	1,50,00,001 to 2,00,00,000	2,00,00,001 or more		
Project 1							
Project 2							

ii) Technical Qualification Criteria#2: Experience in deployment of Digital Ticketing System for intra-city stage carriage buses

Project S. No.	Name of Project	Client Name & Project Location	No. of Buses (Fleet size) in the project where Digital Ticketing System is deployed for intra-city stage carriage buses			Certificate or Letter from the client entity available confirming the criteria (Yes/No)	Details mentioned in the Proposal Page No.#
			Up to 300 Buses	301-500 Buses	More than 500 Buses		
Project 1							
Project 2							

iii) Technical Qualification Criteria#3: Deployment and management of fare collection–related manpower for intra-city stage carriage buses for any Indian government transport body

Project S. No.	Name of Project	Client Name & Project Location	No. of People deployed for Fare collection System–related manpower for intra-city stage carriage buses			Certificate or Letter from the client entity available confirming the criteria (Yes/No)	Details mentioned in the Proposal Page No.#
			Up to 450 Personnel	451 - 750 Personnel	More than 750 Personnel		
Project 1							
Project 2							

iv) Technical Qualification Criteria#4: Experience in Implementation of Ticket issuance performed by Bus driver using driver consoles OR Experience in implementation of GPS enabled Tap-in Tap-out Digital ticketing solution in intra-city stage carriage buses

S. No.	Name of Project	Client Name & Project Location	Implementation of Driver Console Ticket Issuance (Yes/No)	Implementation of GPS enabled Tap-in Tap-out Digital Ticketing (Yes/No)	Certificate or Letter from the client entity Available confirming the criteria (Yes/No)	Details mentioned in the Proposal Page No.#
Project 1						
Project 2						
Project 3*						

\* If Number of Projects are more than three, add more rows to enter details

v) Technical Qualification Criteria#5: Experience in deployment of digital fare collection with minimum 5 Lakh transactions system using different payment modes for intra-city stage carriage buses

Project S. No.	Name of Project	Client Name & Project Location	Deployment of FCS with minimum 5 Lakh transactions using any of the payment modes, shall independently meet the minimum transaction threshold				Certificate or Letter from the client entity available confirming the criteria (Yes/No)	Details mentioned in the Proposal Page No.#
			Mobile Ticket (Yes/No)	NCMC (Yes/No)	UPI (Yes/No)	Closed Loop Smart Cards (Yes/No)		
Project 1								
Project 2								

S. No.	Technical Presentation and Demo	
2 (a)	Understanding of Project Scope: Clarity in understanding objectives, components and implementation challenges.	
2 (b)	Proposed Solution Architecture: Quality of system design, scalability, interoperability, and integration with existing infrastructure.	
2 (c)	Implementation Methodology & Timelines: Practical and detail rollout plan, milestones, risk mitigation, and resource allocation.	
2 (d)	Dashboard Design & Usability i.e., Analytics & Reporting Tools	
2 (e)	Successful Demonstration of Proof of Concept (POC) for Driver based Ticketing System	

### Summary of Project #1\*

<b>PROJECT DETAILS:</b>	
Name	
Category	
Type	
Location	
Consultancy Fee (INR Lakh)	
Name of Client	
Start Date	
Completion Date	
<b>NARRATIVE DESCRIPTION OF PROJECT:</b>	
<b>ACTUAL DESCRIPTION OF SERVICES PROVIDED:</b>	
<b>WORK ORDER ATTACHED:</b>	Yes / No
<b>COMPLETION CERTIFICATE ATTACHED:</b>	No / No
<b>Certificate / letter from the client entity **</b>	

*\*Similar Tables to be added by the bidder for each Project mentioned in the Technical Criteria*

*\*\* Certificate / letter from the client entity shall also be submitted in terms of Work Order/Completion Certificate etc.*

For \_\_\_\_\_,

(Signature of the authorised signatory along with company seal)

Name:

Designation:

Date:

Place:

Business Address:

## Form – 7: Financial Bid Format

(This is indicative format to be uploaded in the MS-Excel sheet provided on the MP Tender Portal)

This Schedule in MS-Excel sheet shall be submitted by the tenderer on-line by e-tender method only and Price Schedule submitted in hard copy format shall not be accepted. Tenderer shall fill up their “**Per KM Service Charge**” inclusive all taxes, levies, cess, and exclusive of GST for total Agreement period of 12 years.

Tender Inviting Authority: The Managing Director, Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL)

Name of Work: RFP for ‘Selection of Fare collection Service provider for Buses operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh.

Contact Number:

Name of the Bidder/Bidding Firm/Company

S. No.	Service provided to MPYPIL	Amount In Figures (In Rupees)	Per KM Service Charge Amount in Words (In Rupees)
1.	Per KM Service Charge for Fare collection by Service provider for Buses operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh. (Excluding GST) as per scope of work defined in Clause Number 6		

Note:

1. In case of a difference between the amount in figures and in words, the amount in words shall prevail.
2. MPYPIL shall pay only the monthly salary of Digital Assistants deployed in the buses running under PM E-bus Sewa on actual rates as per the labour laws and statutory obligations of Madhya Pradesh government.

For \_\_\_\_\_,

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

Designation:

Date:

Place:

Business Address:

## Form – 8: Earnest Money Bank Guarantee Format

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

Date:

To,  
The Managing Director,  
Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL),  
Pragati Bhawan, 3rd Floor, BDA HO, MP Nagar Zone 1,  
Shiksha Mandal, Bhopal, Huzur, Madhya Pradesh, 462011, India

WHEREAS \_\_\_\_\_(hereinafter referred to as the ‘Bidder’) has decided to participate in the tender number \_\_\_\_\_. (hereinafter referred to as the ‘Tender’) published by MPYPIL (hereinafter referred to as the ‘MPYPIL’).

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with an unconditional irrevocable bank guarantee (of a scheduled commercial bank in Indian) for the sum specified therein as Earnest Money Deposit (‘EMD’) for compliance with the Bidder’s obligations in accordance with the Tender.

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

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

This guarantee is valid until \_\_\_\_\_.

Notwithstanding anything contained herein:

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

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2026

## Form – 9: Power of Attorney (POA) for Signing the Bid

*Note: To be executed on non-judicial stamp paper of appropriate value, to be purchased in the name of executants' companies or as required by the jurisdiction in which executed. Document to be notarized.*

Know by all men by these presents, we ..... having registered office at ..... do hereby constitute, appoint and authorise Mr. / Ms. ...., residing at..... who is presently employed with us and holding the position of..... as our Attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our proposal (hereinafter referred to as the 'Proposal') in response to the Request for Proposal for 'Selection of Fare collection service provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh' (hereinafter referred to as the 'Tender') including signing and submission of all documents and providing information / responses to the Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL) (hereinafter referred to as the 'MPYPIL'), representing us in all matters before the MPYPIL, and generally dealing with MPYPIL in all matters in connection with our Proposal for the said Tender.

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

For.....,

(Signature of the authorised signatory along with company seal)

Name:

Designation:

Date:

Business Address:

Accepted,

(Signature of the Attorney)

Name:

Title:

Address:

*Note:*

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

## Form – 10: Performance Bank Guarantee Format

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

Date:

To,  
The Managing Director,  
Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL)  
Pragati Bhawan, 3rd Floor, BDA HO, MP Nagar Zone 1,  
Shiksha Mandal, Bhopal, Huzur, Madhya Pradesh, 462011, India

WHEREAS..... (hereinafter referred to as the ‘Service provider’) has undertaken, in pursuance of contract Number ..... dated ..... (hereinafter referred to as ‘Agreement’) to provide implementation services for ‘Selection of Fare collection service provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh’ to Madhya Pradesh Yatri Parivahan and Infrastructure Limited (MPYPIL) (hereinafter referred to as the ‘MPYPIL’);

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

AND WHEREAS we,..... (name of the PSU bank), a banking company incorporated and having its head / registered office at ..... and having one of its office at..... have agreed to give the Service provider such a bank guarantee.

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

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

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

We,..... (name of the PSU Bank) undertake to pay to MPYPIL any money so demanded up to a sum of ₹..... (Rupees ..... only) notwithstanding any dispute or disputes raised by the Service provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Service provider shall have no claim against us for making such payment.

This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Service provider. We,..... (name of the PSU Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of MPYPIL in writing.

This Guarantee shall be valid until .....

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed ₹..... (Rupees.....only).

- This bank guarantee shall be valid until .....
- It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before ..... failing which our liability under the guarantee shall automatically cease.

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

For .....

Name of PSU Bank:

Seal of the PSU Bank:

Dated, the ..... day of ....., 2026

## Form – 11: Pre-Contract Integrity Pact

Scanned copy of original (duly signed by Bidder) as part of Technical Proposal to uploaded Online.

Madhya Pradesh Yatri Parivahan and Infrastructure Limited, hereinafter referred to as “MPYPIL“ and \_\_\_\_\_[Bidder in this tender] hereinafter referred to as “The Bidder”.

### Preamble

MPYPIL invites online Tender for Selection of Fare collection service provider for the Buses to be operationalized under PM E-Bus Sewa Scheme in Madhya Pradesh through <website link>.

MPYPIL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Contractor.

### Section 1- Commitments of MPYPIL

MPYPIL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of MPYPIL, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. MPYPIL shall during the tender process treat all Bidder(s) with equity and reason. MPYPIL shall in, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. MPYPIL shall exclude from the process all known prejudiced persons.

If MPYPIL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, MPYPIL shall inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2- Commitments of the Bidder(s)

The Bidder(s) commit himself to take all measures necessary to prevent corruption. The bidder commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- a. The Bidder(s) shall not, directly or through any other persons or firm, offer promise or give to any of MPYPIL’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
- b. The Bidder(s) shall not enter with other Bidders into any undisclosed Agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) shall not commit any offence under the relevant IPC/PC Act; further the Bidder(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MPYPIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “ Guidelines on Indian Agents of Foreign Suppliers“ shall be disclosed by the Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “ Guidelines on Indian Agents of Foreign Suppliers” as annexed and marked as Annexure.

- e. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, MPYPIL is entitled to disqualify the Bidder(s) from the tender process or take action as per the Government/MPYPIL's procedure on banning of the business dealings/bidders, etc.

#### Section 4: Compensation for Damages

- a. If MPYPIL has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, MPYPIL is entitled to enforce Bid security Declaration.
- b. If MPYPIL has terminated the contract according to section 3, or if MPYPIL is entitled to terminate the contract according to section 3, MPYPIL shall be entitled to demand and recover from the bidder liquidated damages of the Contract value and/or the amount equivalent to Performance Security or from any due payment to the bidder.

#### Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6: Equal treatment of all Bidders/Subcontractors

- a. The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to MPYPIL before contract signing.
  - b. MPYPIL shall enter into Agreements with identical conditions as this one with all bidders, and subcontractors.
- a. MPYPIL shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7: Criminal charges against violation Bidder(s)/Subcontractor(s)

If MPYPIL obtains knowledge of conduct of a Bidder, or Subcontractor, or of an employee or a representative or an associate of a Bidder, or Subcontractor which constitutes corruption, or if MPYPIL has substantive suspicion in this regard, MPYPIL shall inform the same to the Chief Vigilance Officer.

#### Section 8: Independent External Monitor/Monitors

- a. MPYPIL appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this Agreement.
- b. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, , MPYPIL.
- c. The Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of MPYPIL including that provided by the bidder. The bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(s) with confidentiality.
- d. MPYPIL shall provide the Monitor with sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations

between MPYPIL and the bidder. The parties offer the Monitor the option to participate in such meetings.

- e. As soon as the Monitor notices, or believes to notice, a violation of this Agreement, he shall inform the Management of MPYPIL and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f. The Monitor shall submit a written report to the Managing Director, MPYPIL, within 8 to 10 weeks from the date of reference or intimation to him by MPYPIL and, should the occasion arise, submit proposals for correcting problematic situations.
- g. The Monitor shall be entitled to compensation on the same terms as being extended to / provided to Director level in MPYPIL or as decided by the Managing Director, of MPYPIL.
- h. If the Monitor has reported to the Managing Director, MPYPIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, MPYPIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- i. The word "Monitor" would include both singular and plural

Section 9 - Pact Duration

- a. This pact begins when both parties have legally signed it. It expires for the bidder 10 months after the last payment under the contract or after 10 months from the expiry of Rate Contract (RC) which ever be later and for all other Bidders 12 months from the contract has been awarded.
- b. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Managing Director, of MPYPIL.

Section 10 - Other provisions

- a. This Agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MPYPIL, i.e. Bhopal, Madhya Pradesh.
- b. Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.
- c. If the bidder is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties shall strive to come to an Agreement to their original intentions.
- e. Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs

(For & on behalf of MPYPIL)

(For & on behalf of Bidder)

(Office Seal)

(Office Seal)

Place:

Place:

Date:

Date:

Witness 1: (Name & Address) \_\_\_\_\_

Witness 2: (Name & Address) \_\_\_\_\_

## Form – 12: Details of Bank Account for Refund of EMD

(Applicable if EMD/ Tender Security deposited through RTGS/ NEFT/ IMPS)

1	Name of the firm/Bidder:	
2	Complete Address:	
3	Name of bank:	
4	Branch:	
5	Address of the Bank Branch:	
6	Name of Account holder in Bank:	
7	Account Type:	
8	Account Number:	
9	IFS Code of the Bank Branch:	
10	Copy of cancelled cheque of the Bidder/Firm submitted: Yes or No (Please tick) (A Copy of cancelled cheque to be enclosed)	

Signature of the Authorized Statutory Person of the Bidder with seal & Date

Note:

*EMD/ Tender Security shall be refunded through NEFT/ RTGS/ IMPS/ any other mode of payment, in the name of firm and bank account mentioned in this annexure, which shall be of same firm and account through which EMD/ Tender Security has been paid to MPYPIL.*

## Annexure 11: Form of Agreement

(Text in brackets [ ] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month],[year], between Madhya Pradesh Yatri Parivahan & Infrastructure Limited [name of Authority] having office at \_\_\_\_\_[office address], (here in after called the “Authority”),of the First Part

and,

[name of Service Provider of Fare Collection System in PM E-Bus Sewa] (hereinafter called the “Service Provider”) of the Second Part.

[Note: If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Authority”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead Service Provider [name of lead Service Provider] and [name of Service Provider] (hereinafter called the “Service Providers”).

### WHEREAS

(a) the Service Provider, having represented to the Authority that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated\_\_\_ issued by the Authority;

(b) the Authority has accepted the offer of the Service Provider to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Instruction to Bidders
- (b) Bid Submission Instructions
- (c) Terms of Reference (TOR)
- (d) Enclosures to the Proposal (As described in the Clause – Annexure 10, Form – 2 Checklist of Submissions):
  - 1) Form – 1: Letter of Application and Interest
  - 2) Form – 2: Checklist of Submissions (This Checklist)
  - 3) Form – 3: General Information of Bidder
  - 4) Form – 4: Non-Blacklist Self Declaration Form
  - 5) Form – 5: Financial Capability
  - 6) Form – 6: Technical Qualification with Relevant experience certificates/work orders/performance certificates
  - 7) Form – 7: Financial Bid Format signed by Statutory authority
  - 8) Form – 8: Earnest Money Bank Guarantee Format
  - 9) Form – 9: Power of Attorney for Signing the Bid

- 10) Form – 10: Performance Bank Guarantee Format
- 11) Form – 11: Pre-Contract Integrity Pact
- 12) Form – 12: Details of Bank Account for Refund of EMD
- 13) Company incorporation certificate/Registration of certificate of partnership firm/Registration of LLP
- 14) Attested copies of “Memorandum of Association” & “Articles of Association”, “Partnership Deed” as applicable
- 15) Attested copies of the PAN copy and GST registration certificate.
- 16) Audited financial statement for the last three financial years and financial years for which the financial capacity was submitted
- 17) Signed RFP Document along with addendum or corrigendum if any– All pages

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed By –

In presence of

1. For and on behalf of the Authority [name of Authority] (Witnesses)

(i) [Authorized representative]

(ii) [Authorized representative]

2. For and on behalf of [name of Service Provider] (Witnesses)

(i) [Authorized Representative]

(ii) [Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Service Provider.

1) [name of member] [Authorized Representative]

2) [name of member] [Authorized Representative]