



Delhi Transport Corporation

(Govt. of NCT of Delhi)

DTC Head Quarters, I.P. Estate: New Delhi - 110002

Notice Inviting e-Tender

Tender ID No. : DTC/RFP-ITD/2609/01

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT, CUSTOMISATION, IMPLEMENTATION, OPERATION & MAINTENANCE OF BMS SOFTWARE AND MOBILE APPS FOR CONTRACT MANAGEMENT AND MONITORING OF ELECTRIC AND CNG OR OTHER FUELLED BUSES OF DTC & DOT

Delhi Transport Corporation, Government of NCT of Delhi, invites Request for Proposal (RFP) for **"Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps for Contract Management and Monitoring of Electric and CNG or other Fuelled Buses of DTC & DOT"** through Government e-Marketplace (GeM) National Public Procurement Portal (<https://gem.gov.in>) from suitable business entities.

The Bid document can be downloaded from the GeM Portal from **8th September 2026**. The EMD amount of **Rs.1,10,00,000/- (Rs One Crore Ten Lakh only)** shall be submitted, in the form of Bank Guarantee/Demand Draft/FDR as per details given in RFP and in original to Manager(IT), Delhi Transport Corporation HQ, IP Estate, New Delhi -110002, so as to reach on or before **1200 hours on 6th October 2026** ("Proposals Due Date for submission of e-tender") without which the proposals shall be rejected as non-responsive.

Pre-bid Queries should reach to Delhi Transport Corporation before **1700 hrs on 14th September 2026**. Pre-bid meeting will be held on **17th September 2026 at 1200 hours** through VC or in person, in the Conference Room of Delhi Transport Corporation, HQ, IP Estate, New Delhi -110002.

For more details and RFP document visit GeM portal:

<https://gem.gov.in> or DTC's website: <https://dtc.delhi.gov.in/>

Dy. Chief General Manager-(IT),
Delhi Transport Corporation
Government of NCT of Delhi
E-mail: dcmgit@dtc.nic.in

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-10-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-10-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Delhi
विभाग का नाम/Department Name	Transport Department Delhi
संगठन का नाम/Organisation Name	Delhi Transport Corporation (dtd)
कार्यालय का नाम/Office Name	Hq
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dtdmit1@dtd.nic.in Buyer Email id: managerit2@dtd.nic.in
वस्तु श्रेणी /Item Category	Hiring of Agency for IT Projects- Milestone basis
अनुबंध अवधि /Contract Period	5 Year(s) 2 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1500 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	11000000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

64

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

MD DTC

Delhi Transport Corporation (DTC), HQs, IP Estate, New Delhi 110002

(Md Dtc)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

financial price breakup - [1788775647.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1788774995.pdf](#)

Payment Terms:[1788775076.pdf](#)

Pre-Qualification Criteria:[1788775078.pdf](#)

Instructions to Bidder:[1788775083.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-09-2026 12:00:00	VC or in person, in the Conference Room of Delhi Transport Corporation, HQ, IP Estate, New Delhi -110002

Hiring Of Agency For IT Projects- Milestone Basis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Project Planning and Management , System Study and Design , Business Process Reengineering , Site Preparation , UAT & Go live , Data Migration , Integration with external applications , Capacity Building , Operation & Maintenance (O&M) , Implementation of DPDP guidelines/Act , As per RFP
Resources Needed	As specified in Scope of work
Deployment of core team	Offsite

विवरण/ Specification	मूल्य/ Values
Deliverables / Timelines	Submission of Final Project Plan , Submission of Final Functional Requirement Specifications (FRS) , Submission of Final Systems Requirement Specifications (SRS) , Submission of Final User Acceptance Testing (UAT) report , Submission of Final version of User Manual , Submission of Security Audit Report , Go-Live of Services , Submission of Final Data Migration Plan , Completion of all Data Migration , Imparting all Trainings , Submission of Monthly Monitoring Reports (for projects in O&M phase) , Operationalization of Helpdesk , As per RFP
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Bhoomika Gupta	110002,DELHI TRANSPORT CORPORATION, I.P. ESTATE NEW DELHI-110002.	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

As per RFP
As per RFP
As per RFP
As per RFP
As per RFP
.

4. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

6. **Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

7. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

8. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MD DTC

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MD DTC
payable at
New Delhi

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

13. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

MD DTC

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

14. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

MD DTC
payable at
New Delhi

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

MD DTC
payable at
New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

16. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such

suspension period has already expired.

4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it

will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Request for Proposal (RFP)

Tender No: **DTC/RFP-ITD/2609/01**

***Selection of Service Provider
for
Development, Customisation, Implementation, Operation & Maintenance
of
Bus Management System (BMS) Software and Mobile Apps
for
Contract Management and Monitoring of Operation
of
Electric & CNG or other Fuelled Buses of DTC & DoT***



Delhi Transport Corporation

DTC Head Quarters, IP Estate,
New Delhi-110002

Date: 8th September, 2026



**GOVERNMENT OF NCT OF DELHI
DELHI TRANSPORT CORPORATION
DTC Head Quarters, IP Estate**

Notice Inviting e-Tender
Tender ID No. : DTC/RFP-ITD/2609/01

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR
DEVELOPMENT, CUSTOMISATION, IMPLEMENTATION, OPERATION & MAINTENANCE
OF BMS SOFTWARE AND MOBILE APPS FOR CONTRACT MANAGEMENT AND MONITORING
OF ELECTRIC AND CNG OR OTHER FUELLED BUSES OF DTC & DOT**

Delhi Transport Corporation, Government of NCT of Delhi, invites Request for Proposal (RFP) for **“Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps for Contract Management and Monitoring of Electric and CNG or other Fuelled Buses of DTC & DoT”** through Government e-Marketplace (GeM) National Public Procurement Portal (<https://gem.gov.in/>) from suitable business entities.

The Bid document can be downloaded from the GeM Portal from **8th September 2026**. The EMD amount of Rs.1,10,00,000/- (Rs One Crore Ten Lakh only) shall be submitted, in the form of Bank Guarantee/Demand Draft/FDR as per details given in RFP and in original to Manager(IT), Delhi Transport Corporation HQ, IP Estate, New Delhi -110002, so as to reach on or before **1200 hours on 6th October 2026** (“Proposal Due Date for submission of e-tender”) without which the proposals shall be rejected as non-responsive.

Pre-bid Queries should reach to Delhi Transport Corporation before **1700 hrs on 14th September 2026**. Pre-bid meeting will be held on **17th September 2026 at 1200 hours** onwards through VC or in person, in the Conference Room of Delhi Transport Corporation, HQ, IP Estate, New Delhi -110002.

For more details and RFP document visit GeM portal: <https://gem.gov.in> or DTC's website: <https://dtc.delhi.gov.in/>

Dy. Chief General Manager-(IT),
Delhi Transport Corporation
Government of NCT of Delhi
E-mail: dcgmit@dtc.nic.in

Disclaimer

1. This Request for Proposal ("tender") is issued by **Delhi Transport Corporation, Government of NCT of Delhi**,
2. The information contained in this Request for Proposal document ("tender") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the **Delhi Transport Corporation, Government of NCT Delhi** (referred as "the DTC" or "DTC" hereinafter) or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this tender.
3. This tender is not a Contract and is not an offer by the DTC to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the DTC, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the DTC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his 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. Information provided in this tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The DTC, its employees and advisers make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.
5. The DTC also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this tender.
6. The DTC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender. The issue of this tender does not imply that the DTC is bound to select a Bidder or to appoint the Selected Bidder for this project and the DTC reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
7. The DTC or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
8. The tender does not address concerns relating to diverse investment objectives, financial situation and needs of each party. The tender is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by DTC to give any information or to make any representation not contained in the tender.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the DTC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the bidder and the DTC 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 Proposal, regardless of the conduct or outcome of the selection process.

Table of Contents		
Section	Chapter	Pg.No.
Section 1	Data Sheet	<u>6</u>
	Glossary of Terms	<u>7-10</u>
Section 2	Instruction to Bidders	<u>11-30</u>
2.1	General	<u>11</u>
2.2	Eligible bidders	<u>11-13</u>
2.3	Contacting the DTC	<u>13</u>
2.4	Right to Terminate the Process	<u>13</u>
2.5	Rejection Criteria	<u>13-14</u>
2.6	Tender Document Download	<u>14</u>
2.7	Pre-bid meeting and clarifications	<u>14-15</u>
2.8	Preparation of Proposals	<u>15-17</u>
2.9	Submission of Proposal	<u>17-26</u>
2.9.12	Technical Eligibility Criteria	<u>21-23</u>
2.10	Contract Period	<u>26-27</u>
2.11	Contract Commencement	<u>27</u>
2.12	Exit Management Schedule	<u>27-28</u>
2.13	Termination and Suspension	<u>28-29</u>
2.14	Force Majeure	<u>29-30</u>
2.15	Audit, Access and Reporting	<u>30</u>
2.16	Liquidated Damages	<u>30</u>
2.17	Integrity Pact	<u>30</u>
2.18	Dispute Resolution and Jurisdiction	<u>30</u>
Section 3	Terms of Reference	<u>31- 33</u>
3.1	Introduction	<u>31</u>
3.2	About DTC	<u>31</u>
3.3	Electric Buses Induction Plan	<u>31-32</u>
3.4	CNG Buses expiry of concessionaire agreement plan	<u>32</u>
3.5	List of existing Bus Depots	<u>32-33</u>
3.6	Scalability	<u>33</u>
3.7	Existing System Understanding & Integration	<u>33</u>
Section 4	Detailed Requirements/ Scope of Work	<u>34-56</u>
4.1	Stake Holders involvement and their obligations	<u>34-35</u>
4.2	Artificial Intelligence (AI)	<u>35-36</u>
4.3	Passenger Intelligence	<u>36</u>
4.4	Open Transit Data, Interoperability & Delhi Transport Stack Integration	<u>36</u>
4.5	BMS work Flow	<u>36-37</u>
4.6	Tracking Reports	<u>37-38</u>
4.7	Types of Instances for Alerts	<u>38</u>
4.8	Business Rules	<u>38</u>
4.9	Responsibility Matrix	<u>38-39</u>
4.10	Details of infraction report & format for billing purpose	<u>39</u>
4.11	Contract Management System	<u>40-41</u>

Section	Chapter	Pg.No.
4.12	Automatic processing of concessionaire bills	41
4.13	Other Terms & Conditions for the Vendor	41-50
4.14	Deployment of IT Experts (On-Site Support for BMS Operations)	50-53
4.15	Operations control centre (OCC), Kashmiri Gate	53
4.16	Enterprise Business Intelligence (BI) & Decision Support System	53-54
4.17	Incident reporting & management system (IRMS)	54
4.18	Security Management	54
4.19	Operation & Maintenance Requirements	54-56
Section 5	Project timelines, milestones	56
Section 6	Payment Terms	56-58
Section 7	SLA	58-59
Section 8	Master Service Agreement	60-73
Section 9	Bid Submission Formats	74-102
Form 1	Bid submission letter	74-76
Form 2	Technical Bid checklist	77
Form 3	Financial Capability	78
Form 4	Relevant Experience	79-80
Form 5	Format for Consortium Agreement	81-83
Form 6	Details of Blacklisting/Bankruptcy with any of the Centre/ State Government / Public Sector Units/ Autonomous Bodies	84
Form 7	Letter of participation from each member of the consortium	85
Form 8	Proposed Approach and Methodology for Development, Customisation, Implementation, maintenance and support for BMS in DTC buses	86-87
Form 9	List of Key Personnel	88
Form 10	Declaration of Non-conflict of Interest	89
Form 11	Statement of Legal Capacity	90
Form 12	Power of Attorney for Single Bidder	91-92
Form 13	Power of Attorney Format for Lead Member of Consortium	93-94
Form 14	Commercial bid submission letter	95-96
Form 15	Commercial bid Format Split Sheet for GeM Portal	97-99
Form 16	Pre-Bid Query Format	100
Form 17	Performance Bank Guarantee format	101-102
Section 10	Integrity Pact	103-106

Section-1 Data Sheet

S. No.	Information	Details
1.	Tender Issuing Authority	Dy.CGM (IT), Delhi Transport Corporation, Government of NCT of Delhi
2.	Purpose of Tender	RFP for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of BMS Software and Mobile App for Electric and CNG or Other Fuelled Buses of DTC & DoT
3.	Tender Issue Date	8th September, 2026 (Tuesday)
4.	Availability of tender documents	The tender is available and downloadable on GeM portal: https://gem.gov.in and DTC website https://dct.delhi.gov.in/ All Subsequent corrigendum(s) related to the Bidding document shall be published on the above-mentioned websites.
5.	Earnest Money Deposit	EMD of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakh only), in the form of Bank Guarantee/Demand Draft/Fixed Deposit Receipt issued by an Indian Nationalized / Scheduled Bank and drawn in favour of MD, DTC payable at Delhi, valid for 225 days from the date of submission of bid in original should reach to Manager(IT) Delhi Transport Corporation, IP Estate, New Delhi 110002 before or on the bid submission date.
6.	Last date and time for submission of queries for clarifications	All the queries/clarification requests should be received on or before 14th September 2026 upto 1700 hrs , through e-mail only, with subject line as follows: "Pre-Bid queries -<Bidder's Name>". The queries shall be submitted in MS-Excel file, as per the format prescribed in the tender (Form 16: Request for clarification format) The Pre-Bid queries to be sent to the following e-mail Id: Email ID: managerit2@dtc.nic.in and managerit3@dtc.nic.in
7.	Pre-bid meeting Date & Venue	17th September 2026 (Thursday) from 1200 hrs. onwards through VC or in person. Invite will be sent to the emails given by Bidders.
8.	Corrigendum (If any)	Published on 22nd September 2026 (Tuesday) by 1500 hrs.
9.	Last Date & Time for submission of bids	6th October 2026 (Tuesday) up to 1200 hrs.
10.	Date, Time & Venue for opening of Technical Bids	6th October 2026 (Tuesday) up to 1500 hrs. at Dy. Manager(Tender Cell), Room No. 207, Delhi Transport Corporation, Head Quarters, IP Estate, New Delhi – 110002. Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
11.	Date, Time & Venue for opening of Commercial Bids	Price bid of technically qualified bidders only will be opened on a subsequent date under intimation to the qualified bidders.
12.	Contact Person, Address and Email	Deputy Chief General Manager (IT), Room No. 120, DTC HQs, IP Estate, New Delhi-110002, Email: dcgmit@dtc.nic.in managerit2@dtc.nic.in
13.	Bid Validity	180 days

Glossary of Terms

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

1. **BMS system** means Bus Management System
2. **BMS Service provider** means the organization that provide BMS software & Mobile App for Operation & Maintenance of Electric and CNG or Other Fuelled Buses of DTC & DoT.
3. **Agreement** means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP; In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail.
4. **Applicable Law(s)** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
5. **Assets** means any data, information, deliverable, solutions, services that are produced, developed, implemented, maintained and serviced in due course of delivering the scope of Service provided by the Service Provider as per the requirements of this RFP.
6. **Bespoke Software** means is custom or tailor-made BMS software developed for the DTC.
7. **Bidder or Service Provider** means the Organization(s) on whose behalf the tender response has been submitted. In case of Consortium, it shall mean the Organization responsible for meeting all obligations of the Tender / Contract and shall necessarily be the Service Provider. It means the party who will be offering the solution(s) and /or service(s) as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful party with whom DTC signs the agreement for rendering of services for implementation of this project.
8. **Business day** shall be construed as a reference to a day on which DTC is open for business.
9. **Business Hours** mean the working time for DTC users. For Web Server and Mobile App which enable successful usage by DTC the working time should be considered as 24 hours for all the days of the week. It is desired that Software maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
10. **Commercial Operation Date (COD)/ Go-Live** "Commercial Operation Date (COD)" shall mean the date on which the Bus Management System (BMS) Software, Mobile Applications, and all associated modules, interfaces, integrations, infrastructure, and services have been successfully implemented, tested, commissioned, accepted by DTC/DoT, and certified by the DTC as being ready for full-scale operational use in accordance with the requirements of the Contract.
11. **Confidential Information** means all information including project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, developments, operations, processes, data, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement or to the SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or the SLA);
12. **Consortium** means an association of two firms/companies/entities that have come together to jointly participate in the bidding process and execute the contract, with one entity designated as the **Lead**

Member authorized to represent the consortium and act on its behalf. The consortium members shall be jointly and severally responsible for the performance of all obligations under the contract unless otherwise specified in the tender document.

- 13. Contract Period:** The Contract shall commence from the Effective Date, i.e., the date of issuance of the Work Order, and shall remain valid for a period of five (5) years and two (2) months, unless terminated earlier in accordance with the provisions of the Contract. The initial two (2) months shall constitute the Implementation Phase, during which the Successful Bidder shall complete software development, customization, deployment, integration, testing, User Acceptance Testing (UAT), training, commissioning and all other activities necessary for successful implementation of the Bus Management System (BMS), as detailed in Section 5 – Project Timelines & Milestones. Upon successful completion of the Implementation Phase and issuance of the Commercial Operation Date (COD)/Go-Live Certificate by DTC, the Operation & Maintenance (O&M) Phase shall commence and continue until expiry of contract period. No payment shall be admissible during the Implementation Phase. Monthly payments shall commence only from the Commercial Operation Date (COD)/Go-Live in accordance with the Payment Terms of the Contract. DTC may, at its sole discretion, extend the O&M Phase on the same rates, terms and conditions, on a yearly basis or part thereof maximum upto 2 more years, for the period during which buses under the GCC Contract continue to be operated by DTC, subject to satisfactory performance of the BMS.
- 14. Contract Value** means the price payable to the bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total quoted Bid Price.
- 15. Conditions Precedent** means the obligations to be fulfilled by the Parties, prior to the Effective Date.
- 16. Contract / Agreement / Contract Agreement/ Master Services Agreement** means the Agreement to be signed between the successful bidder and DTC, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, this RFP, the bid offer, the acceptance and all related correspondences, clarifications and presentations. It means the Tender and all Annexes thereto, the Agreement entered into between the selected Bidder together with the DTC as recorded in the Contract form signed by the DTC and the Bidder including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 17. Deliverables** means the hosting infrastructure and services agreed to be delivered by the Service Provider in pursuance of the agreement as listed in the RFP in relation to the Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
- 18. Document** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.
- 19. Data** means all information required for the system operations or generated out of operations and transactions including but not restricted to user data which the Service Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement
- 20. Effective Date** means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the “Effective Date”) of the DTC’s notice to the Service Provider to begin carrying out the activities.

21. **Full scale deployment** means successful Manpower deployment; integration, testing of all software etc. required for the system to the satisfaction of the DTC and conforming to the Service Levels defined.
22. **Implementation Phase** means the period commencing from the Effective Date and to be completed within two (2) months, during which the Selected Bidder shall complete deployment of manpower, hosting infrastructure, BMS Application Software, BMS Mobile App, integration with existing systems, software development, customization, configuration, testing, User Acceptance Testing (UAT), MIS & Dashboard, Incident Reporting System (IRMS), security audit by a CERT-In empanelled Information Security Auditing Organisation, training, commissioning, and all other activities necessary for successful implementation and stabilization of the Bus Management System (BMS), culminating in the issuance of the Commercial Operation Date (COD)/Go-Live Certificate by DTC.
23. **Intellectual Property Rights ('IPR')** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
24. **Integration Requirements** The Selected Service Provider (SSP) shall be responsible for designing, developing, implementing, commissioning, operating, maintaining, and supporting seamless integration of the Bus Management System (BMS) Software and Mobile Applications with all existing and future systems identified by DTC and/or DoT during the Contract Period.
25. **Letter of Award ("Contract Order")** means the letter of formal acceptance, signed by the DTC, including any annexed memoranda comprising agreements between and signed by both Parties.
26. **Material Breach** means a breach by either Party (DTC or Service Provider) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
27. **Operation & Maintenance (O&M) Phase** means the period commencing from the Commercial Operation Date (COD)/Go-Live declared by DTC and continuing until the expiry of the Contract Period, including any extension thereof, in accordance with the provisions of the Contract.
28. **Parties** means DTC and Service Provider for the purposes of this Agreement and "Party" shall be interpreted accordingly.
29. **Performance Security** shall mean the guarantee provided by a Nationalized / Scheduled Bank to DTC on behalf of the selected Service Provider for the amount specified in respective Sections of the RFP.
30. **Planned Application Downtime** means the unavailability of the application & Mobile App services due to maintenance activities such as configuration changes, up-gradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from DTC as applicable.
31. **Project** means entire scope of work as envisaged in the RFP including Development, Customisation, Implementation, Operations, Management and Maintenance across all the locations as envisaged in the RFP and as per the terms and conditions laid down in the RFP and services in conformance to the SLA. It means of design, Development, customisation, implementation, maintenance and operation support for Bus Management system (BMS) as per the scope of work of the Service Provider specified in this RFP.
32. **Project Data** means all proprietary data of the project generated out of project operations and transactions, documents and related information including but not restricted to user data which the

Service Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement and the SLA.

- 33. **Project Implementation** means Project Implementation as per the testing standards and acceptance criteria prescribed by DTC or its nominated agencies.
- 34. **Proposal / Bid** means the Technical and Commercial bids submitted for this project against this RFP.
- 35. **DTC** means the Delhi Transport Corporation (DTC), acting through the Managing Director of Delhi Transport Corporation, Government of NCT of Delhi.
- 36. **Required Consents** means the consents, waivers, clearances and licenses to use DTC's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DTC or their nominated agencies are required to make available to Service Provider pursuant to this Agreement.
- 37. **Request for Proposal (RFP)** means Request for Proposal prepared by the DTC for the selection of Service Provider (SP), for Bus Management System (BMS) which comprises of RFP document, along with its Annexures and any other documents provided or issued before / during the selection of the Service provider.
- 38. **Requirements** include all the documents prepared by DTC for the Project, scope of work, Service Level Agreement, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
- 39. **Selected Bidder** means the Organization(s) selected by DTC as a result of the tendering process described in this tender document.
- 40. **Service Level** means the level of service and other performance criteria which will apply to the Services delivered by the Service provider as set out in the SLA.
- 41. **Services** means the services delivered to the Stakeholders of DTC or its nominated agencies, employees of DTC or its nominated agencies, and to professionals or stakeholders as defined in the RFP, using the intangible assets created, implemented, managed and operated by the Service Provider including the tools of information and communications technology.
- 42. **Service provider (SP)** means the successful bidder with whom DTC signs the contract agreement for rendering the services for execution of project.
- 43. **SLA** means the Performance and Maintenance SLA executed by and between Service Provider and DTC, in terms of the Service Level Requirements as per the model set out in this Agreement.
- 44. **System** means all of the components under the scope of this contract together as an integrated solution.
- 45. **Third Party Systems** means Infra & Software's (or any part thereof) in which the Intellectual Property Rights are not owned by DTC or Service Provider and to which Service Provider has been granted a license to use and which are used in the provision of Services.
- 46. **User Acceptance Test Completion** means successful testing of BMS software & Mobile applications etc. required for the system to the satisfaction of the DTC and conforming to the Service Levels defined in the RFP.

Section 2: Instruction to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contract. It is important that the Bidder carefully reads and examines the tender document before submission of bids.

2.1. General

1. DTC invites proposals ("Bids") to this Request for Proposal ("tender") for Implementation of Bus Management system as elaborated in the tender.
2. The Contract shall commence from the Effective Date (date of issuance of the Work Order) and shall remain valid for a period of five (5) years and two (2) months ("the Term"), unless terminated earlier in accordance with the Contract. The initial two (2) months shall be the Development, Customisation, Implementation Phase, followed by the Operation & Maintenance (O&M) Phase commencing from the Commercial Operation Date (COD)/Go-Live declared by DTC. DTC may extend the O&M Phase on the same rates, terms and conditions, on a yearly basis or part thereof, subject to satisfactory performance of the BMS and continuation of GCC bus operations.
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 and recipients of this tender may wish to consult their own legal advisers in relation to this tender.
4. All information supplied by the successful bidder may be treated as contractually binding on the bidder, after successful award of the assignment is made based on this tender.
5. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DTC.
6. DTC may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of DTC.
7. Proposals must be received not later than time, date and venue mentioned in the Proposal Data Sheet. Proposals that are received late shall not be considered in this procurement process.
8. No oral conversations or agreements with any official, agent, or employee of DTC shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of DTC shall be superseded by the definitive agreement that results from this tender process.
9. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against DTC 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 a definitive service agreement with the bidder in accordance with the terms thereof).
10. All proposals and accompanying documentation of the Technical proposal will become the property of DTC and will not be returned after opening of the technical proposals.
11. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it.

2.2. Eligible bidders

1. Bidder should be eligible to operate in conformity with the provisions of the laws in India.

2. Bidder should not have any conflict of interest with any parties included in the Bidding process.
3. Bids may be submitted in either of the following categories of bidders only:

a) Sole Bidder

The Sole Bidder must be a Service Provider (SP) company which has the capabilities to deliver the entire scope as mentioned in the tender. The Sole Bidder cannot bid as a part of any other consortium bid under this tender.

b) Consortium of Firms

Bids can be submitted by a consortium of firms. The total number of consortium members cannot exceed two, including the **lead bidder** of the consortium. The consortium must provide the details of formation of the consortium, percentage of stake of each consortium member and the role of each member of the consortium, with reference to this project.

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 works, which are estimated to be at least 51% and the highest percentage share, of total value of contract. The roles and responsibilities of each member of consortium shall be clearly mentioned in joint bidding agreement. **A legally valid Consortium Agreement/Memorandum of Understanding (MoU) shall be submitted along with the bid, clearly defining the roles, responsibilities, and percentage participation of each member.** DTC reserves the right to suggest role re-allocation, if it finds that the role and responsibilities allocated to each consortium member does not commensurate with qualifications and capability of that partner.

Bids submitted by a consortium should comply with the following requirements also:

- i. BMS Service provider shall be the mandatory member of the consortium.
- ii. Any of the Lead Bidder or other member of consortium (non-lead member) cannot be a Consortium Member with another bidder in a separate bid or a sole bidder in separate bid.
- iii. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder at later stage.
- iv. The bidder and any of the Consortium members should not have been blacklisted by any Central / State Government or Public Sector Undertakings.
- v. Any change in the consortium member at a later date should not be allowed for cases where the consortium has benefited from the non-lead bidder credentials/ experience.
- vi. Lead member shall be liable for the entire scope of work and risks involved thereof whereas the non-lead member shall be liable for their own scope of work for which they are responsible along with lead member.
- vii. The Lead Bidder should confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations of this tender. This confirmation should be furnished as part of the Bid.
- viii. The lead bidder and consortium member shall clearly define the roles and responsibilities/scope of work in the Memorandum of Understanding (MoU) to be signed and submitted to DTC. The MoU shall be prepared on a stamp paper of requisite value and shall be submitted along with the Technical Bid. It shall be the responsibility of the bidders to adhere to the MoU being submitted and no interchange of responsibilities later shall be considered by DTC.

- ix. MoU / Agreement should also be addressed to the DTC clearly stating the following at the minimum:
- Names of Lead Bidder and Consortium members.
 - The MoU / Agreement is applicable to this tender and shall be binding on the Consortium members for the contract period.
 - Consortium members have read and examined in detail, all the bidding documents in respect of the above-mentioned tender, in respect to product(s) / services offered / supplied.
 - Roles and Responsibilities of the Consortium members shall be clearly defined.
 - The Lead Bidder must be authorized to receive instruction / communications from DTC, authorized to incur liabilities and shall deliver all the provisions of the contract on behalf of consortium members.
 - The Bidder and any of its consortium members should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- x. DTC reserves the right to review, approve and amend the terms of the Consortium Contract or any contract or agreements entered into by and between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of DTC. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Lead Bidder to DTC.

2.3. Contacting the DTC

- i. No Bidders shall contact the DTC, its employees and advisers on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- ii. If a Bidder tries to directly influence the DTC or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid may be rejected.

2.4. Right to Terminate the Process

- i. DTC may terminate the tender process at any time and without assigning any reason. DTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This tender does not constitute an offer by DTC. The bidder's participation in this process may result in DTC selecting the bidders to engage towards execution of the contract.

2.5. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

- i. Bids not qualifying under eligibility criteria.
- ii. Bids submitted without or improper EMD.
- iii. Bids received through any platform other than GeM platform as mentioned in the tender.
- iv. Bids which do not confirm to the unconditional validity of the bid as prescribed in the Tender.
- v. If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process.

- vi. Any effort on the part of a Bidders to influence the DTC' s bid evaluation, bid comparison or contract award decisions.
- vii. Bids received by the DTC after the last date for receipt of bids prescribed in the data sheet.
- viii. Bids without signature of person (s) duly authorized on the bid.
- ix. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- x. Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
- xi. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- xii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- xiii. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- xiv. Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- xv. The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this tender.
- xvi. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the DTC for further penal action including blacklisting.
- xvii. If it is found that multiple bidders have uploaded separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/ firms, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
- xviii. If after awarding the contract, it is found that the accepted bid violated any of the directions pertaining to the participation, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the bidders.
- xix. Price Bids that do not conform to the Tender's price bid format.
- xx. Total price quoted by the Bidders shall include all statutory taxes including GST and levies applicable.

2.6. Tender Document Download

- i. The Bidders shall download the tender document from the GeM website as mentioned in the Proposal Data Sheet.
- ii. The downloading of the tender documents shall be carried out strictly as provided on the website.

2.7. Pre-bid meeting and clarifications

2.7.1 Bidders queries

- i. Any clarification regarding the tender document and any other item related to this project can be submitted to DTC as per the submission mode and timelines mentioned in the Proposal Data sheet in format defined under Form 16 of this RFP.
- ii. Any requests for clarifications post the indicated date and time shall not be entertained by DTC.

- iii. The queries of only those bidders would be considered who shall send the same across e-mail ID's/ in writing at the DTC's address indicated in the proposal Data sheet.
- iv. It is necessary that the pre-bid queries must be submitted in spreadsheet format, along with name and details of the organization submitting the queries as mentioned in Form 16. In no event DTC will be responsible for ensuring that bidders' inquiries have been received by DTC.
- v. DTC may at its option share the answers with all the bidders either at the Pre-bid meeting or upload "Replies to Queries on GeM portal & DTC official website. DTC will endeavour to provide responses to all questions. However, the DTC makes no representation or warranty as to the completeness of any response, nor does the DTC undertake to answer all the queries that have been posed by the bidders.

2.7.2 Pre-Bid Meeting

DTC shall hold a pre-bid meeting with the prospective bidders as mentioned in the Proposal Data Sheet.

2.7.3 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. DTC will formally respond to the pre-bid queries after the pre-bid conference.
- ii. DTC will endeavour to provide timely response to all queries. However, DTC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DTC undertake to answer all the queries that have been posed by the bidders.
- iii. At any time prior to the last date for receipt of bids, DTC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the tender Document by issuing a corrigendum.
- iv. The Corrigendum (if any), notifications regarding extensions (if any) and clarification to the queries from all bidders will be posted on the website mentioned in the Proposal Data Sheet or emailed to all participants of the pre-bid meeting.
- v. Any such corrigendum shall be deemed to be incorporated into this tender.
- vi. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DTC may, at its discretion, extend the last date for the receipt of Proposals.
- vii. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no advertisement.

2.8. Preparation of Proposals

2.8.1. Bid Preparation Conditions

- i. The bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the requirements and diagrams that are included in the tender document 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 DTC.
- ii. The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
- iii. The bidder must propose a solution suited to meet the requirements of the DTC. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this tender document, are required to be made to meet the conceptual design and/or requirements of tender, all such changes shall be included in the technical proposal and their commercial impact, thereof, shall be included in the commercial bid.

- iv. DTC will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- v. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of tender, the bidder shall revise the required specifications or customisation with the consent of the DTC as proposed by the bidder in his bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the lump sum contract price, at no extra cost to DTC and without any impact to DTC whatsoever.

2.8.2. Proposal preparation costs

- i. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DTC to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- ii. DTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.8.3. Bidders Authorization

- i. The Bidder shall appoint an authorized signatory, who may be either the Principal Officer or his duly Authorized Representative, in either case, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized signatory.
- ii. The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the authorized signatory of the Proposal.
- iii. In case of consortium, the non-lead member shall authorize the authorized signatory of lead member to sign bid documents on their behalf.
- iv. Any change in the Principal Officer/ Authorised Signatory shall be intimated to DTC in advance.

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

2.8.5. Local Conditions

- i. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. DTC shall not entertain any request for clarification from the Bidders regarding such conditions.
- ii. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidders from performing any work in accordance with the Tender documents.
- iii. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded under the bidding documents shall be permitted by the DTC on account of failure of the Bidders to apprise themselves of local laws and site conditions.

2.8.6. Site Visits by Bidder

The Bidder may visit and examine site, at a time to be agreed with DTC (and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid document). The

visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

2.8.7. Language

The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the statutory authority. In case the supporting documents are issued in foreign country then such documents shall be endorsed by local "Indian embassy" or any authorized / recognized agency of Indian Embassy. For purposes of interpretation of the documents, the English translation shall govern.

2.8.8. Bid validity period

Bid shall remain valid for the time mentioned in the Proposal Data Sheet. Bid validity may be extended by the bidder by submitting a letter to DTC in writing on receipt of request from DTC.

2.8.9. Discount

The Bidders are advised not to indicate any separate discount and will not be considered for evaluation purpose. Discount, if any, should be merged with the quoted prices.

2.8.10. Only One Proposal and One Solution

If a Bidder submits or participates in more than one Proposal and / or presents more than one Solution, such a Bidder shall be disqualified.

2.8.11. Conflict of Interest

DTC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice. DTC will take appropriate actions to manage such conflicts of interest or may reject a proposal for award if it determines that a conflict of interest has flawed the integrity of selection process.

2.9. Submission of Proposal

2.9.1. Bidder Registration & Proposal Submission

- i. Bidders are required to enrol on the GeM Portal on the link provided in the Proposal Data sheet. Bidders are requested to go through the important information 'User Guide available on GeM portal & FAQ to upload the Tender document properly.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. The registered email address would be used for any communication from the GeM Portal.
- iv. The proposal should necessarily contain at least all the Formats present under 'Bid Formats', for submission on the GeM Portal. However, this is not an exhaustive list; bidder is expected to go through the tender and upload documents as necessary.
- v. During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. System will not allow them to make any further changes or modifications in the bid data after final bid submission.

2.9.2. Compliant proposals/Completeness of response

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - Include all documentation specified in this tender;
 - Follow the format of this tender and respond to each element in the order as set out in this tender
 - Comply with all requirements as set out within this tender.
- iii. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.

2.9.3. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender. No Deviations and Exclusions to the tender are allowed. In the absence of any specific provision in the agreement on any issue, decision by DTC shall be final.

2.9.4. Modification and Withdrawal of Bids

- i. No bid may be altered / modified after submission to the DTC. Unsolicited correspondences in this regard from Bidders will not be considered.
- ii. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its EMD.
- iii. Prices in any form or by any reason before opening the Commercial Bid should not be revealed. If price change is envisaged due to any clarification, revised Bids can be called from all the bidders by DTC.

2.9.5. Late Bids

- i. Bids received in hard copy (without uploading the Technical bid as well as commercial bid through two-bid GeM system within stipulated bid closing date) after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- ii. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. DTC reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

2.9.6. Opening of Bids

- i. The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Data Sheet, through GeM procedure, authorized representatives of bidders may also attend.
- ii. The bidder representatives who are present shall sign a register evidencing their attendance. Maximum one representative per applicant shall be permitted to be present at the time of opening the tender.
- iii. Total transparency will be observed and ensured while opening the Proposals/Bids.
- iv. DTC reserves the rights at all times to postpone or cancel a scheduled Bid opening.

v. Bid opening will be conducted in two stage

- In the first stage, Pre-qualification/ Technical Proposals would be opened. The EMD of the Bidders will be opened on the same day and time, on which the Pre-qualification/Technical Proposal is opened.
- In the second stage, Commercial Proposal of those Bidders whose Proposals qualify technically, would be opened.
- In the event of the specified date of Bid opening being declared a holiday for DTC, the bids shall be opened at the same time and location on the next working day.

2.9.7. Evaluation of Bids

- i. DTC will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- ii. The Tender Evaluation Committee constituted by DTC shall evaluate the responses to the tender and all supporting documents / documentary evidence. The Bidders' technical solution will be evaluated as per the requirements and evaluation criteria as spelt out in the tender document.
- iii. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- iv. DTC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the evaluation process.
- v. The decision of the Tender Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- vi. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
- vii. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. DTC's interest is in the quality and responsiveness of the proposal.

2.9.8. Clarification on Bids

- i. During the bid evaluation, DTC may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. DTC is entitled to ask for clarifications as many times as required from the bidders to the satisfaction of the Technical Evaluation committee.
- ii. If the bidder fails to provide the clarification or any additional information sought, the information provided in the technical proposal only, will be used for evaluation. It is clearly understood that the additional information or clarification on the technical proposal provided by the bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the bidders.

2.9.9. Preliminary Examination of Bids

DTC will examine the bids to determine whether the bids are complete, and in order the required EMD has been furnished, whether the documents have been properly signed. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the tender, will be rejected by DTC and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection. Initial Bid scrutiny will be held, and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the tender document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective, conditional offers, and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the tender
- With lesser validity period

All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document.

2.9.10. Earnest Money Deposit (EMD):

- i. The Bid Security (EMD) shall be furnished in Indian National Rupees (INR) only. The Bidders must deposit an earnest money of **Rs. 1,10,00,000/- (Rupees One Crore Ten Lakh Only)** by means of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or Banker's Cheque drawn in favour of **MD, DTC, IP Estate, New Delhi- 110002**.
- ii. **EMD shall be exempted for the MSEs, Start Ups etc. as per GeM GTC.**
- iii. No interest shall be payable by DTC on EMD.
- iv. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful bidder.
- v. In case of the Selected Bidder, EMD shall be retained till the selected bidder submits Performance Security as per relevant clause.
- vi. In the following circumstances EMD shall be forfeited by DTC:
 - If the bidder does not start the work as per stipulated timelines or withdraws its bids during the period of Bid validity or prior to award of work.
 - If the bidder engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice.
 - In case selected bidder fails to submit / furnish the Performance Security within the prescribed timeline of document.
 - In case the Selected Bidder, commits any breach thereof prior to furnishing the Performance Security.
- vii. The Bidder has to upload the scanned image of the EMD along with the online bid submission. The original EMD shall be submitted at the Manager (IT), DTC HQs, IP Estate, New Delhi- 110002 on or before the bid submission end date.

2.9.11. Technical Qualification Criteria

- i. The prospective Bidders shall enclose duly signed documentary evidences in support of the Technical-Qualification Criteria along with the Bid.
- ii. An indicative format for the Technical-Qualification Proposal is as follows:

S. No	Criteria	Technical-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Technical-Qualification Bid (Section # and Page #)

2.9.12. Technical Eligibility Criteria

S. No.	Item	Description	Documentary Evidence	Applicable to
1	Registration Status	Bidder shall be any ONE of the following: - A company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto. - An entity registered under LLP Act 2008 and subsequent amendments thereto. - Partnership firms registered under Indian Partnership Act, 1932 The bidder should have been in operations for the last three (03) years as on the date of publishing of tender notice (including name change/ mergers or acquisitions).	Certificate of incorporation / registration.	Sole bidder/ in case of Consortium- all Consortium members
2	Turnover	The bidder should have an average annual turnover of at least INR 15 Crores in last 3 financial years 2023-24, 2024-25 & 2025-26. For this criterion, the annual turnover of the Sole Bidder shall be considered. In case of a Consortium, the annual turnover of the Consortium Members may be aggregated for the purpose of meeting the eligibility requirement. Turnover of any parent, subsidiary, associate, affiliate or other related entity shall not be considered.	- Certified Balance Sheets along with Income Tax Returns for last 3 years along with copy of GST and PAN - Certificate from the Statutory Auditor/CA as per format "Form 3"	Sole bidder / in case of consortium criterion should be met jointly.
3	Net worth	The bidder should have positive net worth for last five (5) years as of March 31st, 2025 For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered. Net worth is defined as Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets	Duly certified statement from the auditor for the last 5 financial years as per format "Form 3".	Sole Bidder / Consortium- all Consortium members

RFP for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric, CNG and other Fuelled Buses of DTC & DoT

S. No.	Item	Description	Documentary Evidence	Applicable to
4	Blacklisting / Bankruptcy	The Bidder shall not be declared blacklisted or bankrupt or shall have any proceeding for bankruptcy, insolvency for any reason for a particular period of time by any State/Central Government/ PSU/ Autonomous Body (Under Any government law) in India as on last date of submission of the Bid.	An undertaking from Authorized Signatory as per format "Form 6"	Sole Bidder / In case of Consortium- all Consortium members
5	Certification	The Bidder should have a valid minimum CMMI Level 3 or higher, and ISO 9001:2015 certificate or higher atleast for last 3 years as on last date of submission of the bid	Copy of valid certificate issued to the Bidding Organization by respective issuing authority	Sole Bidder / In case of Consortium- any of the Consortium member
6	Experience	The Bidder must have experience of implementing and operating Bus Operation Management Software / Intelligent Transport Management System / Intelligent Traffic Management System (ITMS) designed to improve the monitoring, management, safety, and efficiency of bus operations and traffic involving development, customisation, operation and maintenance for Buses with the features of real-time live streaming / CCTV surveillance CCTV monitoring, Real-time GPS-based tracking of buses Or Automatic Vehicle Location System (AVLS), Passenger information systems (PIS), Route and Duty Scheduling, Control-room monitoring, Fleet performance & incident monitoring, Data collection & reporting etc. in the last 5 years (as on the last date of bid submission) as per following criteria: <i>"One single project with minimum fleet size of 1000 buses"</i>	• Work Order + Completion Certificates from the client; OR • Work Order + Phase Completion Certificate (for ongoing projects) from the client As per format "Form 4"	Sole bidder or In case of Consortium- any Consortium member
7	Key Resources	The bidder shall have at least following manpower: Project Manager: Computer Science Engineering Graduate with MBA having minimum 10 years of experience on implementation of large scale software projects BMS Expert: Computer Science Engineering Graduate with minimum 10 years of experience on implementation of large scale software projects. MIS reporting Expert & Data Scientist: Computer Science Engineering Graduate	Signed Resume certified by Company HR	Sole bidder or In case of Consortium- any Consortium member

S. No.	Item	Description	Documentary Evidence	Applicable to
		with minimum 3 years work experience in MIS reporting and data science. Note: The above manpower requirement pertains to the Bidder's organizational capability and shall be separate and distinct from the manpower to be deployed on-site or for project execution as specified in the Scope of Work.		
8	Solution demonstration	– Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference (The demo to be presented covering all points as per Form-8)	This could be in the form of a write-up & Presentation elaborating the development, customisation, implementation, support and maintenance, roll out methodology to be adopted for this project as per Form-8 BMS functionality and implementation plan as per Scope of Work to be shown & explained through their existing BMS software before DTC for taking decision of technical qualification.	Sole bidder or In case of Consortium- any Consortium member
9	Power of Attorney/ Consortium MoU	1.MoU between lead bidder and Consortium member (in case of consortium) 2.Power of Attorney	1.MoU agreement As per format "Form 5" (in case of consortium) 2.Power of Attorney as per Format "Form 12" Attorney (in case of single bidder). Power of Attorney as per Format "Form 13" Attorney (Consortium).	1.Consortium Bidders- Form-5, Form-13 2.Single Bidder- Form-12
10	Support Centre / Office in Delhi NCR	The bidder shall have a dedicated Support Centre/Office within Delhi NCR for project coordination, technical support, operations and grievance resolution.	Documentary proof of the office address like Rent Agreement, Electricity Bill etc.	Sole bidder or In case of Consortium- any Consortium member

Note:

- All self-certificates shall be duly signed and stamped by authorized signatory of the bidder firm unless specified otherwise the bids shall not be considered for further evaluation.
- DTC reserves the right to independently verify the documentary evidences including self-certifications submitted by the bidder along with bid.

2.9.13. Commercial Bid Evaluation

- The commercial bids shall not be opened by DTC until the evaluations of Technical-Qualification bids have been completed. The qualified Bidders will be informed of the date and venue of the opening of the Commercial Proposals through email or written communication.

- ii. Prices quoted indicating total price for all the deliverables and services must be fixed and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) and payments shall be made to successful bidders in Indian currency only.
- iii. The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges including GST, as may be applicable in relation to the activities proposed to be carried out. DTC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- iv. An adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
- v. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received and opened.
- vi. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail.
- vii. Bidder should provide all prices as per the prescribed format provided in Form-15 of this RFP.
- viii. Bidders shall indicate the unit rates and total Bid Prices of the services, it proposes to provide under the Contract. Prices should be shown separately for each item as required in the tender.
- ix. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- x. If there is no price quoted for certain service, the bid shall be declared as disqualified.
- xi. The Bidder needs to account for all Out of Pocket expenses related to all services in the commercial bids. Any additional charges have to be borne by the bidder. For the purpose of evaluation of commercial bids, DTC shall make appropriate assumptions as mentioned below to arrive at a common bid price for all the bidders. This however shall have no co-relation with the contract value or actual payment to be made to the bidder.
- xii. The price quoted in the commercial proposal shall be the only payment, payable by DTC to the successful bidder for completion of the contractual obligations by the successful bidder under the contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between DTC and the bidder after negotiations.
- xiii. It is mandatory to provide break up of all taxes, duties and levies wherever applicable and/or payable. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax will be paid by DTC. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the bidder's organization should be passed on to DTC. The bid amount shall be inclusive hosting charges, software operation & maintenance charges, manpower deployment & its insurance charges etc. as applicable. Any other charges as applicable shall be borne by the bidder.
- xiv. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.
- xv. Following bidding parameters must be considered while quoting of price:

- It is envisaged that total duration of project will be five years.
- The bidder has to submit detailed quote as mentioned in the RFP comprising of BMS Software including Mobile Applications Usage Rights / License, Hosting Cloud Infrastructure (DC/DR, Storage, Backup etc.), SSL, Security Compliance, Security Audit & Cyber Security of the offered solution, Map license, SMS/OTP/Notification charges.

2.9.14. Award Criteria

- i. Method for evaluation of selection of successful bidder and award of contract to bidder shall be on L-1 basis.
- ii. The Bid having the lowest commercial quote as per L-1 calculation in Financial bid shall be termed as the L-1
- iii. The bidder whose bid has secured the “L-1” may be considered as accepted bid.
- iv. DTC is not bound to accept the evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

2.9.15. Notification of Award

- i. Prior to the expiration of the validity period, DTC will notify the successful bidders on GeM or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DTC may like to request the bidders to extend the validity period of the bid.
- ii. At the time, DTC notifies the successful bidder that its bid has been accepted, DTC will send the bidder the pro-forma of contract, incorporating all clauses/ agreements between the parties. The successful bidder shall submit duly signed and stamped agreement to the DTC.

2.9.16. Contract Finalization and Award

- i. Upon notification of award to the successful Bidder, DTC will promptly notify each unsuccessful Bidder through GeM portal.
- ii. The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication and accept the offer on GeM portal.
- iii. The written advice to any change shall be issued by DTC to the bidders up to 4 (four) weeks prior to the due date of commencement of services.

2.9.17. Performance Security

- i. The selected bidder will be required to furnish performance security @ 5% of Contract Order Value in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of “**Managing Director, Delhi Transport Corporation**” on any Nationalized/ Scheduled Commercial Bank payable at Delhi.
- ii. All charges whatsoever such as premium, commission, etc. with respect to the Performance Security shall be borne by the selected bidder.
- iii. The Performance Security shall be submitted by the selected bidder within 15 days from the date of award of contract.
- iv. If the selected bidder fails or neglects to observe or perform any of his obligations under the contract, the Performance Security furnished by the selected bidder shall be forfeited by DTC.

- v. In case of any extension of contract, contract obligation period, the selected bidder shall be liable to suitably extend the validity of the Performance Security.
- vi. The Performance Security may be discharged/ returned by DTC after satisfied due performance & obligations of the selected bidder as per the contract T&C. However, no interest shall be payable by DTC on the Performance Security. Validity period of Performance Security should be up to 60 days beyond period of contract.
- vii. DTC shall also be entitled to make recoveries from the bills of selected bidder or from Performance Security, or from any other amount due to the selected vendor, in-line with relevant Penalty Clause.

2.9.18. Signing of Master Service Agreement (MSA)

- i. After DTC notifies the successful bidder that their proposal has been accepted, DTC shall enter into a contract (MSA to be signed on non-judicial stamp paper of appropriate value as required by the jurisdiction in which executed), incorporating all clauses, pre-bid clarifications and the proposal of the bidder, between DTC and the successful bidder.
- ii. After completing all due procedure/Reverse Auction (RA), the DTC shall issue a Contract Order to the selected bidder and promptly notify all other bidders who have submitted proposals about the decision taken. Further, MSA shall be signed between DTC and Consortium members OR sole bidder as per Terms and Conditions defined in the RFP after issuing the Contract award.

2.9.19. Failure to Agree with the Terms and Conditions of the tender

- i. Failure of the successful bidders to agree with the Draft Legal Agreement and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event DTC may award the contract to the next evaluated bidder or call for new proposals from the interested bidders.
- ii. In such a case, the DTC shall invoke the EMD of the successful bidder.

2.10. Contract Period:

The Contract shall commence from the Effective Date, i.e., the date of issuance of the Work Order/Letter of Award, and shall remain valid for a period of five (5) years and two (2) months, unless terminated earlier in accordance with the provisions of the Contract. The Contract shall comprise the following phases:

- a) **Implementation Phase:** The Implementation Phase shall commence from the Effective Date and shall continue for a period of two (2) months, during which the Selected Bidder shall complete mobilization, deployment of manpower, software development, customization, configuration, hosting infrastructure setup, integration with existing systems, testing, User Acceptance Testing (UAT), training, pilot implementation, commissioning and all other activities necessary for successful implementation of the Bus Management System (BMS).
- b) **Operation & Maintenance (O&M) Phase:** Upon successful completion of the Implementation Phase and issuance of the Commercial Operation Date (COD)/Go-Live Certificate by DTC, the O&M Phase shall commence and shall continue until the expiry of the Contract Period.

Note:

- i. No payment shall be admissible during the Implementation Phase. Monthly O&M payments shall commence only from the Commercial Operation Date (COD)/Go-Live in accordance with the Payment Terms of the Contract.
- ii. DTC may, at its sole discretion, extend the O&M Phase on the same rates, terms & Conditions, on a yearly basis or part thereof maximum upto 2 more years, for the period during which buses

under the GCC Contract continue to be operated by DTC, subject to satisfactory performance of the BMS.

2.11.Contract Commencement

- i. The bidder should have a defined hierarchy and reporting structure for various teams that would be part of the project.
- ii. The bidder shall ensure that all the personnel identified for this project have high level of integrity. The bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. The bidder should obtain an undertaking from each of the personnel assigned and the same should be submitted to the DTC or its nominated agencies/ partners as and when demanded by DTC or its nominated agencies/ partners. In addition, DTC could also get the background verification checks of the bidder personnel. Any information needed for this activity by DTC should be provided immediately by bidder.
- iii. Bidder can provide additional manpower on the basis of their estimate of effort required to complete the scope of work given in of the tender.
- iv. The bidder should provide sufficient Non-Key Personnel to complete the scope of work. Bidder need not submit the names of such Non-Key Personnel along with the tender.
- v. For a project of such a large scale and complexity, it is imperative that the bidder should deploy professionals to ensure successful execution of this project. The bidder will in its proposal include the names and detailed Curriculum Vitae of their key personnel who will be working full time on this project. For successful completion and execution of project the bidder shall have to deploy minimum resources as provided in Indicative Bill of Quantities in this RFP.
- vi. The bidder is free to propose and deploy as many resources for the successful and timely completion of the project. DTC will provision sufficient space for Bidder personnel in its premises (Depots/Units) during implementation. DTC will provide them with basic office infrastructure like seating space, Fan, on Free of Cost (FOC) basis.
- vii. All the concerned staff should log an attendance on a daily basis at their respective reporting location.

2.12.Exit Management Schedule

- i. Upon expiry or termination of the Contract, the Service Provider shall ensure **smooth and seamless transition** of services to DTC or its nominated agency/vendor without disruption and **without any additional cost to DTC**.
- ii. The Service Provider shall promptly provide:
 - Information relating to current services rendered;
 - All current and updated data in formats specified by DTC for transition;
 - All relevant documents, records, agreements, and other information required for due diligence and continuation of services.
- iii. The Service Provider shall hand over to DTC or its nominated agency all previous data, source code of bespoke BMS software (including web applications, mobile applications), system configurations, credentials, documentation, databases, APIs, licenses, and all related digital assets, including those deployed on servers, cloud infrastructure, mobile devices, desktops, laptops, or any other hardware platforms.

- iv. The Service Provider shall also provide complete knowledge transfer, technical documentation, and transition support to ensure smooth continuity of services without any disruption. Before completion of exit, the Service Provider shall deliver all updated materials and **shall not retain any DTC data**, except one archival copy, if permitted by DTC.
- v. **No payment shall be made for services not rendered or not meeting contractual requirements during the exit period.**

2.13. TERMINATION AND SUSPENSION

2.13.1. Material Breach

1. In the event that the Service Provider is in Material Breach of its obligations under this Agreement, then DTC may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the Service Provider. In case the Material Breach continues, after the notice period, as the case may be then DTC will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - i. If the Service Provider is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then DTC may serve 30 days' written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, DTC will have the option to terminate this Agreement. Further, DTC may after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a breach.
 - ii. Consortium based SP - In case of any dissatisfaction or default on part of the lead Bidder, DTC shall issue a written notice to consortium asking for replacement of lead bidder. Within 30 days of receipt of such notice, Consortium members shall identify the replacement for the lead bidder. DTC reserves the right to approve or reject the proposed replacement for the lead bidder. Failing to engage a lead bidder as per the satisfaction of DTC, the DTC may initiate the termination of contract. In the meantime, other members of consortium shall support the project without any financial liability. Any change in consortium shall not lead to financial liability for the DTC.
2. The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

2.13.2. Termination for Convenience

- i. DTC may at any time terminate the Contract for any reason by giving the Service Provider a notice of termination by giving 30 days' prior written notice that refers to this clause. Upon receipt of the notice of termination under this clause the Service Provider shall:
 - Handover all data and complete software backup in Hard Disk to DTC executed by the vendor up to the date of termination;
 - Deliver Knowledge Transfer Training (KTT) to DTC's selected successor vendor with all documents prepared as of the date of termination in connection with the System.
- ii. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule.

2.13.3. Termination of this Agreement due to bankruptcy of Service Provider

DTC may serve written notice on Service Provider at any time to terminate this Agreement with immediate effect in the event that the Service Provider reporting an apprehension of bankruptcy to DTC.

2.13.4. Suspension

The Service Provider shall, if ordered in writing by DTC, temporarily suspend the performance of any services or any part thereof under this Agreement for such specified/ ordered period and time. DTC shall inform the Service Provider about such suspension at least 30 days in advance. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by it by reason of such temporary suspension of the work.

2.14.FORCE MAJEURE

The Service Provider or DTC as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ("Force Majeure"). "Force Majeure" shall mean any event beyond the reasonable control of DTC or of the SP, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

Force Majeure events

- a) A Force Majeure shall include, without limitation, the following:
 - war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, any Govt. order and civil war;
 - strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.
- d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 2.13.
- e) No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - constitute a default or breach of the Contract;
 - give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,
 - if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

- f) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

2.15.AUDIT, ACCESS AND REPORTING

The Service Provider shall allow access to DTC to all information which is in the possession or control of the Service Provider and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by DTC to comply with the terms of the Audit, Access and Reporting Schedule.

2.16.LIQUIDATED DAMAGES

- a) Time is the essence of the Agreement and the delivery dates are binding on the Service Provider. In the event of delay or any gross negligence in implementation of the project before scheduled Go-Live, for causes solely attributable to the Service Provider, in meeting the deliverables, DTC shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages, as defined in SLA for each completed week or part thereof subject to a limit of 10% of the total contract order value.
- b) The Parties agree that SLA penalties defined in the Service Level Agreement are liquidated damages and that the deduction of any Service Credit by DTC shall be its exclusive monetary remedy for failure of Service Provider to meet the Service Levels and is in full and final settlement of any claim which DTC may have for Losses caused by the failure to meet a Service Level to which a Service Credit applies, provided that this Clause shall not limit the exercise by DTC of its rights to terminate the Agreement for Material Breach and the associated consequences of termination.
- c) Liquidated Damages during the Implementation Phase shall be recoverable from Performance Security and/or subsequent payments after COD.

2.17.Integrity Pact:

No sums, in cash or kind, have been paid or shall be paid, by bidder or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of DTC in connection therewith. For this purpose, DTC will sign integrity pact separately with Service Provider enclosed with this agreement.

Note: Prospective Bidders may visit IT Department, DTC HQs for any further information/clarification regarding this bid document on prior appointment during working hours till the date of technical bid submission.

2.18.Dispute Resolution and Jurisdiction

- a. Any dispute arising out of or in connection with this Tender/Contract shall, in the first instance, be resolved amicably through mutual consultation between the parties. If the dispute is not resolved within thirty (30) days, the matter shall be referred to the Managing Director, DTC.
- b. In case the dispute remains unresolved, the decision of the **competent courts at Delhi** shall be final and binding on the parties. The **courts at Delhi shall have exclusive jurisdiction** over all matters arising out of or in connection with the Tender/Contract.

Section 3: Terms of Reference

3.1. Introduction

DTC hereby invites proposals through GeM portal from reputed, competent and professional companies, propriety firms for a period of five years, who meet the minimum eligibility criteria as specified in this ATC document for the ***"Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric & CNG or other fuelled Buses of DTC & DoT"*** as this document provides information to enable the bidders to understand the broad requirements to submit their bids.

The detailed scope of work is provided in Section 4 of this RFP document.

Bidders are advised to study Bid document & this RFP document carefully before submitting their proposals in response to the Bid Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its Terms & Conditions.

3.2. About Delhi Transport Corporation (DTC)

Ministry of Transport took over bus service in Delhi in May 1948. It was named "Delhi Transport Service". It was again constituted as "Delhi Road Transport Authority" under the Road Transport Corporation Act, 1950. This Authority became an undertaking of Municipal Corporation of Delhi by an Act of Parliament in April 1958. Delhi Transport Corporation which was under administrative control of the Indian government was transferred to the Government of National Capital Territory, Delhi in August 1996. The Council of Ministers, GNCT of Delhi, vide Cabinet Decision No. 3287 dated 24.12.2025, has assigned the responsibility of monitoring the operations of all Cluster Scheme buses to DTC

DTC is presently operating bus services through 23 depots in Delhi and one depot in Noida, with a fleet of 2,782 Electric buses. Further, 28 Cluster Scheme depots, comprising 1,750 CNG buses and 1,737 Electric buses, have been brought under the responsibility of DTC. These depots are involved in the operation and maintenance of buses. Each depot is headed by a Depot Manager. The depots are further divided into East, West, North and South Regions, headed by Regional Managers.

Accordingly, DTC is presently operating and monitoring bus services through 52 depots, comprising 24 DTC depots and 28 Cluster Scheme depots, with the fleet being progressively augmented through induction of additional Electric, CNG and other fuelled buses. The BMS under this RFP shall accordingly be capable of supporting the existing fleet as well as additional buses and depots inducted during the Contract Period.

3.3. Electric Buses Induction Plan

Delhi Transport Corporation currently has 6269 buses out of which 4519 are Electric buses and 1750 are CNG or other fuelled buses. Electric Buses have been hired for a period of 10 to 12 years. Indicative 14000 Electric/CNG Buses inducted/ to be inducted Schedule is as under:

S. No.	Induction Scheme of buses	Induction status	Org.	Type	Fleet
1	Cluster	Inducted	DoT	CNG	1750
2	Fame-II	Inducted	DTC	Electric	300
3	Fame-II	Inducted	DoT	Electric (Metro Feeder)	150
4	Grand Challenge	Inducted	DTC	Electric	1500
5	NEBP-1	Induction Under Process	DTC/DoT	Electric (Devi 9M)	2080
6	NEBP-1	Induction Under Process	DoT	Electric	1900
Subtotal-1					7680

S. No.	Induction Scheme of buses	Induction status	Org.	Type	Fleet
Buses tender in pipeline					
7	PM e-drive Phase-1	Tender under process	DoT	Electric	1420
8	PM e-drive Phase-1	Tender under process	DTC	Electric	1380
9	PM e-drive Phase-2	Tender under process	DTC	Electric	3330
Subtotal-2					6130
Grand Total					13810

3.4. CNG Buses Expiry of Concessionaire Agreement Plan

S.No.	Cluster	Depot	No. of Buses	Tentative Expiry year-month of expiry of Agreement
1	14Part	Hari Nagar-III	120	2030-Mar
2	16A	Rani Khera- I	160	2030-May
		Bawana Sec-1	90	2030-May
3	16B	Rani Khera- II & III	280	2030-May
4	13	Dwarka Sec-22	250	2030-Jun
		Rewla Khanpur	100	2030-Jun
5	17CLF	Kair	210	2031-Aug
6	16A CLF	Ghumanhera- I	160	2032-Sep
7	15CLF	Bawana Sec-5	190	2032-Oct
8	16B CLF	Ghumanhera- II	190	2032-Nov
Total			1750	

3.5. List of existing Bus Depots

S. No.	Depot	Region	S. No.	Depot	Region
1	Banda Bahadur Marg-1	North	27	Indraprastha	East
2	Bawana-1	North	28	Majlis Park	East
3	Bawana-5	North	29	Nand Nagari	East
4	Narela Singhola	North	30	Noida (CNG OR OTHER FUELED)	East
5	Rani Khera-1	North	31	Rajghat-1 (CNG OR OTHER FUELED)	East
6	Rani Khera-2	North	32	Rajghat-2	East
7	Rani Khera-3	North	33	Rajghat-3	East
8	Rithala	North	34	Shastri Park	East
9	Rohini -37-1	North	35	Dwarka Main	West
10	Rohini -37-2	North	36	Dwarka Sector-2	West
11	Rohini-1	North	37	Dwarka Sector-22	West
12	Rohini-2	North	38	Ghumanhera-1	West
13	Subhash Place	North	39	Ghumanhera-2	West
14	Wazirpur	North	40	Hari Nagar-2	West
15	Ambedkar Nagar	South	41	Hari Nagar-3/ Kharkari Nahar	West
16	Kalka Ji	South	42	Kair	West
17	Kushak Nallah	South	43	Keshopur	West
18	Nehru place	South	44	Mayapuri	West
19	Okhla-4	South	45	Mundhela Kalan	West

20	Sri Niwas Puri	South	46	Nangloi	West
21	Sukhdev Vihar	South	47	Naraina	West
22	Tehkhand	South	48	Rewla Khanpur	West
23	Burari-1	East	49	Shadipur	West
24	East Vinod Nagar	East	50	Dilshad Garden	East
25	Ghazipur -1	East	51	Grant Trunk Karnal (GTK)	North
26	Hasanpur	East	52	Peeragarhi	West

3.6. Scalability:

- The number of buses, depots, users, routes, duties, concessionaires and operational locations indicated in this RFP are indicative and may increase, decrease or vary during the Contract Period. DTC reserves the right to expand the scope of the project up to approximately 14,000 buses and 90 or more depots, or any higher number as may be required in future, without any change in the agreed rates, terms and conditions.
- The BMS Software, Mobile Applications, Database, Cloud Infrastructure, APIs, Dashboards and all related components shall be designed with adequate scalability and flexibility to seamlessly accommodate such expansion, including addition of buses, depots, users, routes, duties, contracts and system integrations, without requiring redesign of the core system.
- The Service Provider shall ensure that any increase in fleet size, number of depots, operational locations, users, transaction volumes or integration with existing and future systems shall be supported during the Contract Period without degradation of system performance, availability or service levels.
- No additional payment shall be admissible on account of scaling-up of buses, depots, users, database size, hosting resources, reports, interfaces, APIs or other BMS functionalities up to the ultimate fleet and depot strength envisaged by DTC.

3.7. Existing System Understanding & Integration

- The Service Provider is to understand that the Bus Management System (BMS) and its components are already in existence within DTC. The Service Provider shall be required to study, understand, adopt, import previous data, integrate, upgrade, and enhance the existing system as per the requirements of DTC with no claim for redevelopment and no additional payment.
- No claim shall be made for redevelopment of the system from scratch in its new BMS, and all efforts towards modification, integration, migration, or improvement of the existing system shall be deemed to be included in the scope of work and covered within the quoted cost.
- The Service Provider shall ensure seamless continuity of existing operations, data, and functionalities through the new BMS system without any disruption during transition or upgrade.

Section 4: Detailed Requirements/ Scope of Work

The Bus Monitoring System (BMS) is a web based application software and mobile apps for Management and Monitoring of Operation of Electric, CNG or other fueled or any other fueled Buses inducted/ being inducted in DTC under GCC Model and shall be able to provide the complete information system in real time manner adhering to the services in accordance with the provision of the contracts with the concessionaires. The service provider shall be responsible for Design, Develop, Customize, Implement, Integrate, Test, Commission, Maintain and Operation support for an AI-enabled Bus Management System (BMS) (including mobile apps) for DTC covering all existing and future buses, depots, terminals, regional offices, command & control centers and mobile users during the entire contract period. Scope of services for BMS should contain but not limited to following are as follows:

4.1 Stake Holders involved and their obligations: -

i. Obligation of Concessionaire: -

- a. Provide GPS data, CAN data (SOC, Odometer, etc.) and ITS data including IPCCTV Camera, Panic Buttons, and two-way communication to BMS.
- b. Provide Charger Data API via CMS to BMS.
- c. Support the execution of the BMS.

ii. Obligation of DTC:-

- a. Provide support in data collection from e-bus operators and execution of the BMS Project.
- b. Providing master data for Vehicle, Driver, Conductor, Route/Duties, bus stops etc.
- c. Verification of Memos in BMS and supervision of Vendor Staff.
- d. Scheduling allocating Buses Drivers and Conductors 20 minutes before Schedule Out shed time.
- e. Data entry /AFCS API for ticketing data.
- f. Approving daily basis Trip wise KMs in Portal.
- g. Entry of Breakdowns, accident details, any other incidents.
- h. Data Support for Bus schedules, routes details

iii. Obligation of BMS Software Service provider (Vendor):-

- a. To create AI-enabled Bus Management Software for management and monitoring of Operation of Electric and CNG or other fuelled buses.
- b. To ensure the compliance of all the T&C and SLA prescribed in the respective concessionaire agreement and to process & apply the performance adjustments (damages & penalties, if any) accordingly.
- c. To make provision for maintaining a database related to operation of Project for each depot and regular reports, as per requirement, on operational performance of all Concessionaires to DTC in accordance with their agreements.
- d. To take all the real-time GPS data, CAN data (SOC, Odometer, etc.) and ITS data including IP-CCTV Camera, Panic Buttons, and two-way communication from the respective concessionaire for BMS.
- e. To take Charging data of buses data directly / through API from the concessionaire.
- f. Monitoring of GPS-based Vehicle Tracking of all Buses.
- g. Real-time and historical monitoring of Key Performance Indicators (as per Concessionaire Agreement to be shared with selected vendor).
- h. Generating related operational reports in effective MIS system as per requirement of DTC.
- i. Automatic processing of concessionaire bills
- j. Integration of pre fitted ITS system (i.e. CAN-TCU/VTs & VHMD, Camera Feed, driver behaviour monitoring with BMS).

- k. Vendor shall study the complete existing system of DTC and the Concessionaire Agreement of hiring of Electric, CNG or any other fuelled buses in future by DTC for understanding the process, collecting all relevant information, material etc. Tentative list of functioning requirements is as under:
- Allocation of Duty
 - Trip wise way bill data entry & submission
 - No. of over speed incidents
 - Early inshedding /Departure
 - Miss bus stop
 - Trip not start from origin point report
 - KMs cross verification finalize from memo by DTC employee
 - KPI on Quarterly basis
 - GPS Tracking
 - Charging data
 - Camera
 - Bunching report
 - Idle report etc.
- l. The Bus Management System (BMS) shall provide functionality for issuance, allocation, and management of Electronic Ticketing Machines (ETMs) under the Automatic Fare Collection System (AFCS). The system shall enable depot-wise and duty-wise mapping of ETMs to buses, drivers, and conductors, along with tracking of issuance, return, status, and usage. The BMS shall be fully integrated with AFCS to ensure seamless data synchronization, validation of ticketing data, reconciliation of revenue and operational monitoring and reporting without manual interventions.
- m. Vendor shall be responsible for updation/ feeding/ creation/ deletion /alteration /modification of all stops, duties and routes of DTC as per schedule provided by Traffic Department that includes updation/ feeding/ creation/ deletion /alteration /modification in existing data also.
- n. Vendor shall also ensure that fare/fare stages must also be updated/ feeded/ created/ deleted /altered /modified as per policy of DTC.

4.2 Artificial Intelligence (AI)

The BMS shall incorporate Artificial Intelligence (AI) and Machine Learning capabilities including but not limited to the following:

- AI-based ETA prediction using historical and real-time traffic.
- AI-based bus delay prediction
- AI-based schedule optimization
- AI-based route optimization
- AI-based fleet allocation
- AI-based depot allocation
- AI-based crew scheduling
- AI-based electric bus charging optimization
- AI-based fleet utilization optimization
- AI-based operational anomaly detection
- AI-based monitoring of CCTV & Passenger count etc.
- AI-based predictive maintenance
- AI-based battery degradation prediction

- AI-based energy consumption optimization
- AI-based executive recommendations
- AI-powered Operational Assistant / Chatbot
- Natural language query engine for management
- AI-generated daily and weekly operational summaries.

4.3 Passenger Intelligence

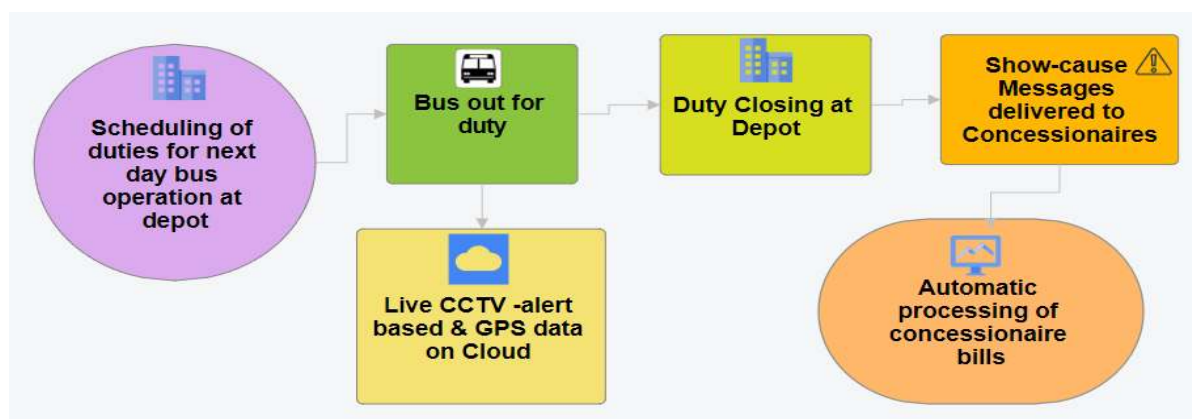
The system shall provide advanced passenger analytics including:

- Passenger demand forecasting
- Stop-wise boarding and alighting analytics
- Route-wise passenger load analysis
- Peak-hour demand prediction
- Festival and event demand prediction
- Passenger heat maps

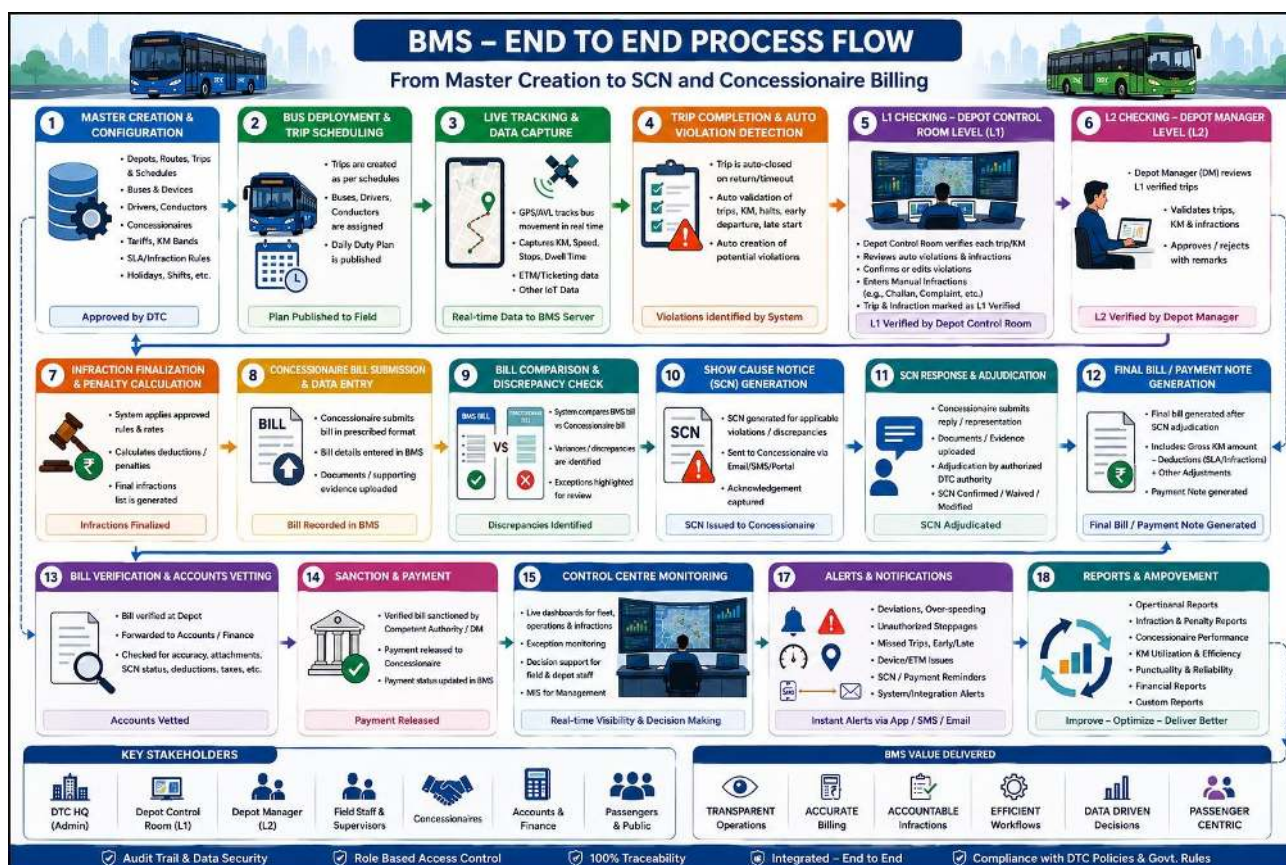
4.4 Open Transit Data, Interoperability & Delhi Transport Stack Integration

The Service Provider shall Develop, Customize, Implement, Operate & Maintain the Bus Management System (BMS) based on an open architecture and interoperable framework to support seamless integration with the Delhi Transport Stack, One Delhi App, ONDC, Passenger Information Systems, Intelligent Transport Systems (ITS) and other present or future applications of DTC, DoT and Government agencies. The BMS shall function as the master operational data source and shall automatically generate, maintain and publish standardized static and real-time transit data, including GTFS Static and GTFS-Real time feeds, from the approved operational database without manual intervention. The system shall provide secure, documented and version-controlled REST APIs for sharing route, stop, trip, schedule, vehicle location, ETA, service alerts, operational status and other authorized data with internal and external applications. The solution shall support API management, authentication, audit trail, data validation, version control and automated synchronization of operational data. All transit data shall remain the exclusive property of DTC and shall be shared only with authorized systems in accordance with the directions of DTC. The proposed solution shall comply with applicable national and international standards, including GTFS, GTFS-Real time, Open API, JSON/XML data exchange standards, AIS-140 and other interoperability guidelines, and shall be scalable to support future transport technologies and Mobility-as-a-Service (MaaS) initiatives without requiring major architectural changes.

4.5 BMS Work Flow:-



RFP for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric, CNG and other Fuelled Buses of DTC & DoT



4.6 Tracking reports of Electric and CNG or other fuelled buses: -

S. No.	Report Category	Sub Report Category	Utility
1	Map Tracking Reports	Map Live	Live location of all buses on map.
		Live Trail Map	Live movement of selected bus on map and showing time, speed etc.
		History Replay	Historical movement of vehicle of data on map with total Kilometers as per selected date& Vehicle number
2	Operational Reports	Today's Journey Report	Shows Todays journey covered by the selected vehicle and showing start time, start location, endtime, end location, KMs, Duration & status (running/stop).
		Journey Report	Total journey covered by the selected vehicle andshowing start time, start location, end time, end location, KMs, Duration & status (running/stop) and route deviation.
		Idle Report	Total idle time of the selected vehicle and showing idle from, end time, duration, idle location.
		Diagnostic Report	Total diagnostic details of the selected vehicle dataand showing start time, start location, end time, end location, Distance, Odometer, Duration & status (running/stop).
		Movement Report	Total details of the selected vehicle with second to second data and showing time and location.
		Over speed Report	Over speed (to be selected through dashboard) details of selected bus with location and showing date, speed, location and sendnotification on dashboard.
3	Statistical Reports	Current Month Report	Kilometers as per GPS for all vehicles for all dates of selected month.

S. No.	Report Category	Sub Report Category	Utility
		Consolidated Report	Consolidated details of selected vehicles.
		Non-Journey Report	Details of non-journey time & location of buses

4.7 Type of Instances for Alerts: (Through Email & Dashboard Notification)

- a. Panic alerts
- b. Over Speed (To be defined by User)
- c. GPS Breakage
- d. Idle report
- e. Route Deviation
- f. Bunching report (To be defined by User)
- g. Harness Removal (Disconnection)
- h. Breakdown alerts
- i. Accidents alerts
- j. Percentage of late outshedding etc.

4.8 Business Rules for incidents reporting in BMS:

The system shall operate in compliance with the business rules of DTC and shall be designed to accommodate any changes in the business rules. All Business rules for BMS to be formalized by the vendor in consultation with DTC for the following: -

- a. Stoppage Geofencing
- b. Terminal Geofencing
- c. Depot Geofencing
- d. Route fencing
- e. Delay Depot Outshedding time relaxation
- f. Early Depot Outshedding time relaxation
- g. Every trip start time relaxation
- h. Route diversion in meters
- i. Over speed
- j. Over speed critical
- k. Speed at Geofencing (bus stop) to make it cover
- l. Trip Not started from origin
- m. Trip not completed
- n. GPS Km of trip +- range
- o. Same depot outshedding to same depot inshedding
- p. No of Duties per day
- q. no of conductor in single duties
- r. no of Drivers in single duties
- s. No of Duties Hours

4.9 Responsibility Matrix:

S. No.	Type of activity and work flow for a day	Responsibility of Vendor	Responsibility of DTC
1.	One time uploading of Bus, Drivers, Conductors Master	Yes	

2.	Regular updation of Bus, Drivers, Conductors Master by Schedule Section		Yes
3.	Creation of Bus Stops, Routes, Duties in the system for a depot	Yes	
4.	Regular updation/ creation of Bus Stops, Routes, Duties in the system for a depot under supervision of Schedule Section/Traffic Deptt., Scindia House	Yes	
5.	Duty allocation to buses & operational staff on day to day basis by Control Room		Yes
6.	Lodging of infractions for bus condition and driver shortcomings checking at the time of out shedding of buses in all shift and entry in the mobile app by workshop team		Yes
7.	Trip wise sale of tickets entry from way bills on daily basis immediately after completion of duty by Ticket Section(if Manual) and in case of ETMs, to crosscheck with prefilled data by BMS using API from ETMs after audit/end of duty		Yes
8.	Lodging & closing of breakdown and accident incidents in real time by Workshop Section and details of Accidents to be entered by Road Safety Cell		Yes
9.	Electric bus charging data entry manually through Workshop Section and later through API from operator		Yes
10.	Initial 1st Level (L1) closing of trip-wise kilometres by the Depot Control Room after in-shedding of the bus, followed by final 2nd Level (L2) closing by the Workshop Section on behalf of the Depot Manager.		Yes
11.	Lodging & closing of infractions details on daily basis by Workshop Section		Yes

4.10 Details of infractions reports & formats for billing purpose:-

- a. Double duty driver report
- b. Day wise KMs
- c. Daily earning report
- d. KPI report (Quarterly)
- e. Daily missed KMs (Total)
- f. Head wise (Miss Km Daily)
- g. Daily missed KMs head wise
- h. Incident and penalty report
- i. Incident details report
- j. Authorized curtailment report
- k. Unauthorized curtailment report
- l. Unauthorized route deviation report
- m. Trip not started from origin
- n. Early/ Late trip started from origin report
- o. No driver/ no conductor report
- p. Breakdown report not attended within 2 hrs.
- q. Breakdown (As per relevant concessionaire agreement)
- r. Accident instances report
- s. Over speed report
- t. ITS/GPS functioning reports etc.

4.11 Contract Management System (CMS) – Multi Concessionaire SLA Handling

- i. **Objective:** The Bus Management System (BMS) shall include a robust Contract Management System (CMS) module to manage and enforce contractual provisions, SLAs, penalties, and payment terms applicable to different concessionaires operating buses under DTC and DoT.
- ii. **Multi-Concessionaire Configuration:** The system shall be capable of handling multiple concessionaire contracts simultaneously, each having distinct:
 - SLA parameters
 - KPI definitions
 - Penalty structures
 - Payment terms
 - Operational rulesThe CMS shall allow contract-wise configuration without requiring any software code changes.
- iii. **Configurable SLA & Penalty Engine:** The system shall provide a rule-based configurable engine to define:
 - SLA thresholds (e.g., missed KM, breakdown %, accident %, System availability % etc.)
 - Penalty formulas (fixed, variable, slab-based, % based)
 - Each concessionaire's contract conditions shall be mapped separately
 - Any changes in SLA or penalty structure shall be configurable by DTC without vendor dependency
- iv. **Automated Contract Compliance Monitoring:** The CMS shall:
 - Continuously monitor operational data (CCTV, GPS, trips, charging, etc.)
 - Automatically compute:
 - KPI performance
 - Deviations
 - Applicable penalties/incentives
 - Generate contract-wise compliance reports etc.
- v. **Automated Billing & Deduction Mechanism:** The system shall auto-generate:
 - Concessionaire bills
 - Payment notes
 - Penalty deductions as per respective contract
 - Support multiple billing formats based on contract type
 - Ensure full audit trail of all calculations
- vi. **Flexibility for Future Contracts:** The CMS shall support:
 - Addition of new concessionaires/contracts
 - Modification of existing SLA/KPI structures
 - Scalability for future schemes (e.g., new electric bus programs) etc. without requiring major system redesign.
- vii. **Audit & Transparency:** All calculations (KM, penalties, deductions) shall be:
 - Transparent
 - Traceable
 - Verifiable by DTC
 - System shall provide:
 - Drill-down reports
 - Contract-wise audit logs
- viii. **Integration with BMS Modules:** The CMS shall be fully integrated with:

- GPS tracking
- Duty allocation
- Ticketing/AFCS
- Charging data
- Incident reporting

to ensure end-to-end contract enforcement.

ix. Responsibility & Accuracy: The Service Provider shall be solely responsible for:

- Correct implementation of all contract rules
- Accurate computation of penalties and payments

Any discrepancy leading to financial impact shall be rectified at no additional cost and may attract penalties as per SLA.

4.12 Automatic processing of concessionaire bills:-

For DTC buses

- i. Submission of bill by the concessionaire
- ii. Entry of bill in the system
- iii. Payment processing note generated by BMS
- iv. Auto generation of proposal note along with Show Cause notice by the BMS system for making payment of actual KMs operated and levying damages/ infraction as per SLA.
- v. Bill processed at depot level and sent to regional office.
- vi. Verified bill amount is sanctioned by RM after regional accounts vetting and sent back to depot.
- vii. Depot to prepare Voucher of vetted amount and sent to accounts department HQ for releasing the payment.
- viii. Release of payment to Concessionaire(s) through Escrow Account by Accounts Department, HQ.

For DoT buses

- i. Submission of bill by the concessionaire
- ii. Entry of bill in the system
- iii. Payment processing note generated by BMS
- iv. Auto generation of proposal note along with Show Cause notice by the BMS system for making payment of actual KMs operated and levying damages/ infraction as per SLA.
- v. Bill processed at depot level and sent to regional office.
- vi. Verified bill amount is sanctioned by RM after regional accounts vetting and sent to Accounts Dept.

4.13 Other Terms and Conditions for the Vendor for implementing BMS

1. Vendor shall design the user-friendly screens/dashboard with MIS of the portal considering latest designs and make it attractive.
2. Vendor shall make provision for User level logins to be given to Senior Management, Admin, Regional Managers & all the Electric Bus Depots, etc. as per Scope of Work.
3. The software shall support minimum 400 concurrent users at a time in view of the operation of number of buses and response time must be ≤ 3 seconds except long duration reports. User logins shall be OTP based and SMSs are to be sent to the users for successful login.

4. The portal shall keep the provision for scaling up of the no. of buses and incorporating more depots. The software shall generate reports instantly.
5. **Back Office Management:** 24X7 support services to DTC Users through automated ticket based IRMS.
6. Vendor will be responsible for secured hosting of the Web Based Application Software on its MeitY empaneled Cloud and backup at Data Recovery (DR) Center with 99% uptime of server from final deployment & implementation date during the entire contract period. Cloud origin must be in India and shall be of NIC or MeitY empaneled.
7. Web application software and mobile apps must be designed, developed, customized, deployed, operated and maintained specifically for DTC under this project according to GoI Guidelines & the Guidelines of IT Dept., GNCTD.
8. Vendor will need to get clearance of security audit of the web application software and mobile apps through CERT-in empaneled agencies.
9. **Data Backup Facility:** Vendor shall maintain operational data always live during the entire contract period except tracking data for last 1-month on live server. The data to be provided immediately as and when requested by DTC, for any particular instance, or as a whole.
10. It shall be the responsibility of the Vendor to capture real-time data directly from AIS-140 compliant GPS devices installed in Electric and CNG OR OTHER FUELED Buses from respective concessionaire.
11. All data generated, collected, processed, stored or published through the BMS, including transit data, feeds, dashboards, KPIs, reports and datasets, along with the **developed, customized, deployed BMS Software and Mobile Application specifically for DTC under this Contract**, shall be the sole and exclusive property of DTC. Upon expiry or termination of the Contract, the Service Provider shall transfer and hand over to DTC all applicable software licenses, source code, configurations, documentation, databases and other materials required for continued use and operation, without any additional cost to DTC. Vendor shall be responsible for customization and upgradation (if required) specifically for DTC under this project of all Software for successful operation of the Project during the Contract Period.
12. Web application software must be Smart Phone (android & i-phone) Responsive and design shall be compatible to all Smart Phones and browsers with uniform and user friendly presentation of the contents & architecture with clear navigation.
13. Bug fixing and keeping Web application software and mobile apps secured from all possible cyberattacks and hackers at all time.
14. Admin Dashboard with the ability to Add/Edit/Delete or create/inactive any user account, Bus details, Employee master etc. (As per format provided by DTC - Manual /Excel uploading).
15. Mobile App to be provided for Officers / Checking staff also for lodging complaints by Officers and issuing Challans by checking staff for the irregularities observed in the operation of Electric and CNG OR OTHER FUELED buses.
16. The Software should be capable of integrating with other software's/ Applications through API i.e. AFCS, Automatic Passenger counting system, etc.
17. **Geofence:** Vendor shall create geofence for all stops, terminals, depots and associate alarms for entry/exit to monitor the movement of any bus through any geofence. The vendor shall carry out

survey for taking Latitudes & Longitudes of the locations. Shall map the routes on geofence which will provided route deviation alerts as well.

18. Any third party software, maps etc. required for the BMS software shall be provided by the vendor to DTC with perpetual license, mapping license etc.
19. Provide standard commercial off the shelf (COTS) software encouraging use of non-proprietary items.
20. Pre-existing / Proprietary Software of the Service Provider: Where the solution deployed for DTC is based upon any pre-existing, proprietary or platform software of the Service Provider, the Service Provider shall grant to DTC a perpetual, irrevocable, non-exclusive, royalty-free and transferable licence to use, host, operate, modify and enhance such software for the purposes of DTC and the Department of Transport, GNCTD, and to permit any third party engaged by DTC to do so on its behalf. Such licence shall survive the expiry or termination of the Contract for any cause whatsoever and shall not be contingent upon any further payment. The Service Provider shall deliver, along with such licence, the complete source code, build scripts, database schema, configuration files and technical documentation necessary for independent deployment of the software by DTC.

The Service Provider shall ensure that DTC shall have the uninterrupted right to use, operate, maintain, modify, integrate and access the BMS Software and Mobile Application, including all customised modules, configurations, interfaces, databases and related documentation developed or configured specifically for DTC under this Contract.

21. The Service Provider shall, upon expiry, termination or completion of the Contract, **transfer and hand over to DTC all necessary licenses, access credentials, source code & configuration files, technical documentation, databases, APIs/interfaces and other materials required for continued operation and maintenance of the BMS Software and Mobile Application**, without any additional cost to DTC. The Service Provider shall not restrict, disable, suspend or otherwise prevent DTC from using the BMS Software and Mobile Application after expiry or termination of the Contract. The Service provider shall allow flexibility and configurability to allow the installed system to be easily modified to accommodate a multi-operator environment including the application of any government policies to be adhered to.
22. System should be secure to provide protection against fraud, data theft, falsification of data, external threats, false accounting and unauthorized access etc.
23. The design life period of the system shall be at least 10 years in terms of selected technology, future upgrades, security considerations, scalability and future upgrades in-case required after completion of contract period.
24. The system shall be based on service-oriented architecture, adopt to non-proprietary source-code standards for seamless integration with external applications such as One Delhi Mobile application and other Apps on ONDC, AFCS , DTC existing online Bus Pass System etc. in future.
25. The service provider shall provide technical assistance during operations and maintain the system during contract period to ensure the performance as per the defined Service Level Agreements(SLAs).
26. Provide one time and time to time refresher trainings to officers / officials of DTC to fulfil the requirement.

27. **User Manuals, Technical Documentation & Knowledge Transfer:** The Service Provider shall prepare, maintain, update and hand over complete documentation for the Bus Management System (BMS). The documentation shall include, but not be limited to, the following:

A. User Manuals: Service Provider shall provide separate user manuals for:

- Depot Users
- Control Room Staff
- Workshop Staff
- Regional Office Users
- HQ Users
- Accounts & Billing Users
- System Administrators
- Mobile App Users etc.

The manuals shall contain:

- Step-by-step operational procedures
- Screen-wise functionality
- Workflow diagrams
- Data entry procedures
- Report generation process
- Incident handling process
- Troubleshooting guidelines
- FAQ section with screenshots etc.

B. Technical Documentation: The Service Provider shall provide:

- System Architecture Document
- Database Schema & ER Diagrams
- API Documentation
- Integration Architecture
- Source Code Documentation
- Deployment Architecture
- Security Architecture
- Backup & Recovery Procedures
- Configuration Management Documents
- Change Management Logs etc.

C. Training Material: Vendor shall provide:

- Training presentations
- Video tutorials
- Quick reference guides
- SOP documents
- Hands-on training sessions etc.

D. Documentation Updates: All manuals and documents shall be updated whenever:

- new functionality is added,
- configuration changes occur,
- workflows are modified,
- integrations are updated etc.

E. Ownership: All manuals, technical documents, training material and related documentation shall become the property of DTC.

28. **Incident Reporting and Management System (IRMS)**: The service provider shall provide incident reporting and management system (IRMS). The depot staff shall enter/lodge telephonically all incidents related to BMS in IRMS or through Chatbot. The service provider will provide technical support for reported incident through their maintenance and support team. The IRMS system shall also provide capability to assign the incidents to various teams based on set workflow and operating procedures.
29. **Database management system**: The functional requirements for this module are as follows:
- i. Full function, RDBMS supporting SQL.
 - ii. Shall support data integration, data recovery, exception handling, validation and security
 - iii. Support parallel processing
 - iv. Shall support complex data structures, multi-user, multi-processing, large transactions
 - v. Shall support real-time as well batch mode of operations
 - vi. Should provide GUI interface for real-time ad-hoc queries, system administration
 - vii. Shall be proven product for handling large-scale transactions.
 - viii. Shall maintain historic data for 5 years. This period should be configurable based on DTC's requirement.
 - ix. Should provide disk mirroring capability and support user defined archival and purge strategy.
 - x. Shall support 100% data recovery, commit and rollback based on check-point logic.
 - xi. Daily database and system backup and restoration of data should comply with the threshold performance requirement values as per standard norms.
30. **Authentication**: The functional specifications for this module are as follows:
- i. All connections to the server from the depot/Units should be securely connected.
 - ii. All data exchange should be encrypted between the server and client.
 - iii. All active connections should be managed by servers.
 - iv. All the configuration with connections should be managed through configuration management.
 - v. All the devices login should be centrally authenticated based on the profile configured.
 - vi. Should log all credentials of the login details when logging in /off in the system.
 - vii. Should be securely hosted with access only to Delhi Transport Corporation user configuration managers.
 - viii. Should be able to create users and profiles based on the devices and functions to be performed.
31. **Application Software and Mobile Apps Maintenance**
- i. Application and Mobile Apps support includes, but not limited to, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The Bidder shall keep the application software and Mobile Apps in good working order; perform changes and upgrades to applications as requested by the DTC team.
 - ii. The Bidder shall address all the errors/bugs/gaps in the functionality offered by solution at no additional cost during the contract period.

- iii. All patches and upgrades shall be implemented by the Bidder ensuring customization done in the solution as per the DTC's requirements are applied. Technical upgrade of the installation to the new version of all components, as and when mandated due to other compliance, security related reasons etc., shall be done by the Bidder at no additional cost to DTC.
- iv. Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the Bidder to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system.
- v. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the Bidder and periodically submitted to the DTC.
- vi. In case of critical security patches/alerts, the Bidder shall inform about the same immediately along with his recommendations. The report shall contain Bidder's recommendations on update/upgrade, benefits, impact analysis etc. The Bidder shall need to execute updates/upgrades through formal change management process and update all documentations and Knowledge databases etc. For updates and upgrades, Bidder will carry it out free of cost by following defined process.

32. Change Request / Change Management

- i. Any change, modification, enhancement, configuration, integration, report, or functionality required by DTC during the contract period shall be implemented by the Service Provider without any additional cost to DTC.
- ii. The Service Provider shall carry out such changes within timelines specified by DTC, including necessary development, testing, deployment, and support, ensuring no impact on existing system performance and SLA compliance.

33. Audit & Inspection Rights

- i. DTC or its authorized representatives shall have the right to audit, inspect, and verify the systems, data, processes, records, reports, and facilities of the Service Provider related to this project at any time during the contract period.
- ii. The Service Provider shall provide full access, cooperation, and necessary support for such audits/inspections without any additional cost to DTC. Any observations or discrepancies identified shall be rectified promptly by the Service Provider within timelines specified by DTC.

34. Data Security & Compliance

- i. The Service Provider shall ensure complete security, confidentiality, and integrity of all data related to DTC, in compliance with applicable GoI/CERT-In/MeitY guidelines.
- ii. All data shall be stored and processed within India, with appropriate encryption, access controls, and regular security audits. The Service Provider shall promptly report any security incident or data breach to DTC and take immediate corrective actions.
- iii. Any breach of data security or non-compliance shall be treated as a serious violation, liable for penalties and action as per contract, including termination.

35. DC/ DR related requirements: The functional specifications for this module are as follows:

- i. The Control Centre System along with other related applications including security components etc. infrastructure shall provide redundant DR system as a fall-back arrangement.

- ii. In case of emergency or critical situation in Data Centre, data backup procedures from disaster recovery site should be clearly followed.
- iii. All necessary software with required set of licenses shall be installed as per bidders' assessment.
- iv. A firewall cum gateway shall be installed at DC/DR to protect the entire network from cyber threats.
- v. Security and safety of the DC/DR is very important.
- vi. The DC and DR services to be obtained on cloud. The bidder is to follow MEITY guidelines for hosting DC/DR on cloud.
- vii. The DR would have the similar specifications as the DC. The required storage may vary depending on the applications / services that are to be hosted at the DR. The DR would be configured in a manner that the critical applications and databases shall be of the same capacity as in the DC, however some of the non-critical applications would be of a lower capacity of the DC.
- viii. The Cloud infrastructure shall be adequately sized for the ultimate fleet of around 14000 buses, data volume, applications and integrations envisaged under the RFP, including adequate CPU, memory, storage, backup and network capacity, with provision for scalability without degradation of system performance

36. Subcontracting Restrictions

- i. The Service Provider shall not subcontract or outsource any part of the Contract without **prior written approval of DTC**.
- ii. Where permitted, the Service Provider shall remain **fully responsible and liable** for all obligations, performance, and compliance under the Contract. Subcontracting shall not relieve the Service Provider of any of its contractual responsibilities.

37. Reporting requirements The functional specifications for this module are as follows:

- i. The Bidder should ensure that the system shall provide a facility for generating and viewing online, real-time project and MIS reports for transactions handled during a specified period, transaction density trends for any specified periodicity (hourly, daily, weekly, monthly) and any bottleneck situation creating dependency at any stage.
- ii. The Reporting system and Dynamic Dashboard shall be an integrated system which shall provide user-friendly reporting functionalities for the staff, assessing officers and officials of Delhi Transport Corporation.
- iii. The Bidder should draw an exhaustive list of reports along with the DTC. Bidder should submit the reports on a regular basis in a mutually decided format and shall develop any other required reports within 15 days of requirement raised by DTC during entire contract period.
- iv. Ad-hoc reporting capability shall be provided to DTC to generate ad-hoc report based on data available at that point in time.
- v. The Back office shall generate reports automatically at end of day. The Back-office system shall collate, format and enable end of day and ad-hoc reports to be printed from the data transmitted by the various Bus equipment. Shall have capability to systematically email reports to nominated recipients in DTC's organization.

- vi. Data will be stored in a relational data base structure to permit ad-hoc and detailed log reporting.
- vii. Real Time Reporting capability to transmit real time battery status/SOC of bus, location, Camera, Panic Button, Two-Way Communication, Breakdown, Accidents etc. for real time reporting to DTC management as per the agreed interval. The data elements to be transmitted and frequency of 5 secs or to be finalized after discussing with DTC during customization phase.
- viii. **Daily reports**
 - a) Daily sales summary report
 - b) Daily ridership summary report
 - c) Shift summary report
 - d) Aggregated / consolidation reports
 - e) Operator action reports
 - f) Log reports
 - g) Event, alarms and warning report
 - h) Maintenance and failure reporting
- ix. **Weekly reports**
 - a) Log of backup and restoration undertaken.
 - b) Summary of resource utilization of all components
 - c) Route wise, Duty wise and Trip wise report
- x. **Monthly reports**
 - a) Asset modification report at Delhi Transport Corporation locations and DC locations.
 - b) Summary of component wise uptime in the DC sites
 - c) Summary of resource utilization of all components in the DC sites
 - d) Log of preventive / break-fix maintenance undertaken
 - e) Summary of changes undertaken in the DC sites including major changes like configuration changes, release of patches, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
 - f) Consolidated SLA / non-conformance report
- xi. **Quarterly Reports**
 - a) Detection of security vulnerability detection with the available solutions / workarounds for fixing
 - b) Hacker attacks, Virus attacks, unauthorized access, security threats, etc. with root cause analysis and plan to fix the problems.
 - c) Any hazards or events like fire, environmental conditions, physical security, etc. at the Data Centres.
 - d) SLA Reports
 - e) All type of reporting should be submitted periodically as per SLA measurement interval to the DTC.
- xii. **All Monitoring Cell Reports**

38. **Data Entry Screens:** Depot wise creation / updation of dashboard screens for Bus Stops, Routes, Duties, Trips, Buses, Drivers, Conductors, etc. are to be provided with specific access to the related operators.

39. **Data Ownership, Application Software & Intellectual Property Rights:**

- a. **Ownership of Data:** All data generated, processed, stored, or transmitted under this project, including but not limited to operational data, reports, logs, analytics, and metadata, shall be the exclusive property of Delhi Transport Corporation (DTC). The Service Provider shall have no ownership rights over such data and shall use it only for the purpose of fulfilling contractual obligations.
- b. **Ownership of Application Software and Mobile Apps (Custom Developed):** All application software and Mobile Apps, source code, configurations, workflows, APIs, dashboards, and related deliverables developed/customized specifically for DTC under this project shall be the exclusive property of DTC, including all Intellectual Property Rights (IPR). The Service Provider shall hand over:
 - Complete source code in DTC's hands and the provided code shall be compiled, deployed and demonstrated as functional on infrastructure nominated by DTC after successful UAT & Go-Live and to provide updated code quarterly.
 - Technical documentation
 - Database schema
 - APIs and integration details to DTC at the time of Go-Live, periodic updates, and upon termination/expiry of contract.
 - **Independent Build & Deployment Verification:** The delivery of source code shall not by itself constitute compliance. The Service Provider shall compile, deploy and demonstrate the delivered source code as fully functional on infrastructure nominated by DTC, in the presence of officers designated by DTC, using only the code, scripts and documentation so delivered. Successful independent build-and-deployment verification shall be a condition precedent to the declaration of the Commercial Operation Date (COD)/Go-Live, and shall be repeated annually and at exit. The Service Provider shall further maintain the code in a version-controlled repository owned by and continuously accessible to DTC, and shall deposit a complete bill of materials listing every third-party and open-source component with its applicable licence terms.
- c. **COTS / Third-Party Software:** In case any Commercial Off-The-Shelf (COTS) or third-party software is used:
 - The Service Provider shall provide perpetual, irrevocable, royalty-free license to DTC.
 - Such licenses shall be in the name of DTC and remain valid beyond the contract period.
 - No restriction shall be imposed on DTC for continued usage post contract.
- d. **No Vendor Lock-in:** The system shall be designed in a manner that ensures no vendor lock-in. DTC or its nominated agency shall have full rights to:
 - Modify, enhance, or migrate the system
 - Engage any third party for further development or maintenance without requiring prior consent from the Service Provider.
- e. **Data Access & Portability:** The Service Provider shall ensure:
 - Real-time, unrestricted access of all data to DTC.

- Data export in open and standard formats (CSV, PDF, JSON, APIs, etc.).
- Seamless data migration support to any new system/vendor.

f. Confidentiality & Non-Disclosure: The Service Provider shall:

- Not use, disclose, or commercialize DTC data in any form.
- Not retain any copy of data after contract termination (except with written approval).
- Ensure compliance with applicable data protection laws and GoI guidelines.

g. Exit Management – IP & Data Handover during exit / termination:

- Complete data, software, source code, credentials, and system control shall be handed over to DTC or its nominated agency without additional cost.
- Vendor shall provide full knowledge transfer and technical support for transition with mandatory parallel-run support to DTC or its successor vendor for 90 days.

h. Indemnity: The Service Provider shall indemnify DTC against any claims arising out of:

- Intellectual Property infringement
- Unauthorized use of third-party software/components

40. The cloud (DC/DR) account, SSL certificates, map license, SMS/OTP gateway, the business intelligence platform licenses, and the Google Play Store & Apple App Store developer accounts under which the mobile applications are published should all stand in the name of DTC from the outset.

4.14 Deployment of IT Experts (On-Site Support for BMS Operations)

a. Deployment Requirement: The Service Provider shall deploy minimum of eight (08) IT Experts for supporting the Bus Management System (BMS) operations across DTC, as per the following deployment structure:

S. No.	Position	Quantity	Deployment Location and Duties*
1	Project Manager	01	IT Section / Office of Managing Director, DTC Headquarters for overall supervision of the BMS implementation and ensuring that the objective of implementation of BMS is achieved.
2	MIS Expert	01	IT Section / Office of Managing Director, DTC Headquarters for MIS reporting and any other related work assigned by DTC
3	System Analyst	04	One each at Regional Offices – North, South, East and West for MIS related work and ensuring the achievement of objective of the BMS implementation
4	Data Scientist	01	Traffic Department for MIS reporting & creation of stops, duties, routes as per the need time to time, any other related work assigned by DTC
5	Data Scientist	01	Operation Wing for MIS reporting & Depots Performance Monitoring etc. any other related work assigned by DTC

*Note – Details of scope of responsibilities, indicative qualifications etc. is explained below.

The deployment shall be mandatory throughout the contract period and shall continue for all operational requirements of DTC related to BMS. Their attendance shall also be recorded by DTC.

b. Scope of Responsibilities: The deployed IT Experts shall be responsible for, but not limited to, the following activities:

- i. Data entry, data validation and data quality management in BMS.
- ii. Monitoring, analysis and verification of operational data generated through BMS.
- iii. Generation of daily, weekly, monthly and ad-hoc reports.
- iv. Preparation of presentations, MIS reports, dashboards and analytical reports for DTC Management.
- v. Coordination with Headquarters, Regional Offices, Depots and other stakeholders for effective BMS operations.
- vi. Monitoring system performance and ensuring proper utilization of BMS modules.
- vii. Supporting incident reporting, issue tracking, resolution coordination and user support.
- viii. Verification, reconciliation and analysis of operational data.
- ix. Assisting DTC in route planning, scheduling, fleet deployment analysis and operational decision-making through data-driven insights.
- x. Development of performance indicators, analytical models and management reports.
- xi. Supporting implementation of new BMS functionalities, enhancements and integrations.
- xii. Assisting in user training, handholding and capacity building of DTC personnel.
- xiii. Conducting periodic reviews and audits of BMS data and operational processes.
- xiv. Providing recommendations for process improvement and system optimization.
- xv. Any other work assigned by DTC relating to BMS operations, management information systems, analytics, reporting or digital transformation initiatives.
- xvi. **Additional Responsibilities of Project Manager:** The Project Manager shall additionally:
 - Act as the single point of contact between DTC and the Service Provider.
 - Coordinate and supervise all deployed IT Experts.
 - Monitor compliance with Service Levels and contractual obligations.
 - Submit consolidated reports and project status updates to DTC Management.
 - Ensure timely completion of all deliverables under the contract.
- xvii. **Additional Responsibilities of System Analysts:** The System Analysts shall additionally:
 - Coordinate with regional and depot officials for smooth BMS operations.
 - Monitor operational data and user compliance across assigned regions.
 - Assist in resolving functional and operational issues related to BMS.
 - Ensure timely submission of reports and data from assigned regions.
- xviii. **Additional Responsibilities of Data Scientist:** The Data Scientist shall additionally:
 - Perform advanced data analytics and predictive analysis using BMS data.
 - Develop dashboards, business intelligence reports and data visualization tools.
 - Support optimization of fleet operations, route performance and resource utilization.
 - Generate actionable insights for policy formulation and operational improvement.
- xix. **Additional Responsibilities of MIS Expert:** The MIS Expert shall additionally:
 - Perform advanced MIS analysis using BMS data.
 - Develop dashboards, MIS reports.

c. Qualification & Competency

1. Project Manager

- MBA & Graduate in Computer Science, Information Technology, Computer Applications, Engineering or equivalent.
- Minimum 10 years' experience in IT systems, project management, MIS or enterprise software operations.
- Proven experience in managing technology projects and stakeholder coordination.
- Strong analytical, reporting and communication skills.

2. System Analyst

- Graduate in Computer Science, Information Technology, Computer Applications or equivalent.
- Minimum 3 years' experience in software operations, MIS, data management or IT support.
- Proficiency in computer applications, reporting tools and data analysis.

3. Data Scientist / MIS Expert

- Graduate/Post Graduate in Data Science, Computer Science, Statistics, Mathematics, Information Technology or equivalent.
- Minimum 3 years' experience in data analytics, business intelligence, dashboard development and predictive analytics.
- Knowledge of data visualization tools, analytical platforms and statistical techniques.
- Creation of bus stops, duties, routes as per requirement of DTC.

d. Deployment Timeline & Continuity

- The manpower shall be deployed within 15 days from the date of issuance of Work Order or as directed by DTC.
- The Service Provider shall ensure uninterrupted deployment throughout the contract period.
- Any vacancy arising due to resignation, transfer, absence or replacement shall be filled within 7 days.
- Prior approval of DTC shall be obtained before replacement of any deployed personnel.

e. Administrative Control

- The deployed personnel shall work under the overall supervision and directions of DTC officers.
- Functional control and work allocation shall rest with DTC.
- Administrative control including salary, statutory compliance, insurance, leave management and HR matters shall remain with the Service Provider.

f. Cost of Manpower

- The cost of deployment of all eight (08) IT Experts shall be deemed to be included in the per bus per month service charges quoted by the bidder.
- No separate payment shall be admissible by DTC on this account.

g. Performance Monitoring & Replacement

- DTC reserves the right to review the performance of any deployed personnel at any time.
- DTC may seek replacement of any personnel in case of unsatisfactory performance, misconduct, non-compliance, absenteeism or operational requirements.
- The Service Provider shall replace such personnel within 7 days at no additional cost to DTC.

h. Scalability

- DTC may require augmentation, redistribution or redeployment of the IT Experts based on operational requirements during the contract period.
- The deployed manpower shall support all existing and future BMS-related operational locations and departments of DTC.
- No additional financial implication shall arise beyond the rates quoted by the bidder unless specifically approved by DTC through a separate contractual provision.

- i. Employer-Employee Relationship:** The IT Experts deployed by the Service Provider shall remain employees/personnel of the Service Provider, and no employer-employee relationship

shall arise between DTC and such personnel. The Service Provider shall be solely responsible for all employment-related obligations and compliance with applicable labour laws, including the Contract Labour (Regulation and Abolition) Act, 1970. The Service Provider shall indemnify and keep DTC indemnified against any claims, liabilities or proceedings, including claims for regularisation or absorption, arising in this regard.

4.15 Operations Control Centre (OCC), Kashmere Gate:

Operations Control Centre will act as a live hub to manage and monitor Buses operation related data which will be viewable through a centralized web application. Activities at the control centre will comprise of monitoring services, DTC personnel will be trained to oversee the Operations Control Centre by the vendor. Bidder will setup Operations Control Centre and following, not limited to, will be the requirement at CC:

- Overall Monitoring of the project.
- Incident management with defined escalation procedures, activities to include monitoring health of all components (Bus hardware, software etc.) of BMS project through automatic check system.
- Complaint lodging, escalation may be allowed from OCC but resolution from Service Providers site.
- Resolve all issue related BMS arise due to software/ integration / BMS infrastructure etc.
- The OCC shall be capable of running in standalone mode, failure in one component shall not result into disruption to entire system.
- The OCC shall have the facility to monitor all bus devices, report incidents, alerts and facilitate incident management.
- Service provider shall provide user friendly GUI interface for operators to access BMS system, monitor the operations at run time, provide insightful statistical information for accounting, administrative functions etc.

4.16 Enterprise Business Intelligence (BI) & Decision Support System

- a. The Selected Service Provider (SSP) shall design, develop, customize, deploy, integrate, operate and maintain an Enterprise Business Intelligence (BI) and Decision Support System using Microsoft Power BI or an equivalent enterprise-grade BI platform, fully integrated with BMS and all relevant data sources.
- b. The BI system shall provide role-based, real-time/near-real-time and historical dashboards, KPIs, drill-down reports, depot-wise/operator-wise performance analysis, fleet health monitoring, trend analysis and management reports for Depot Managers, Regional Managers, Dy. CGMs, CGMs, Executive Directors, MD and other authorized officers of DTC/DoT. The power BI license cost shall be borne by the Selected Service Provider (SSP).
- c. The system shall integrate data from GPS/AVLS, CAN, ETM, AFCS, IRMS, scheduling, route operations, vehicle health, concessionaire billing, maintenance and other systems integrated with BMS/Delhi Transport Stack, as applicable.
- d. The SSP shall provide configurable alerts and automated escalation through dashboard, SMS, e-mail and/or mobile application for key operational exceptions including breakdowns, route deviations, missed trips, schedule adherence, fleet availability, communication failures, EV/battery/charging abnormalities, SLA violations and other business rules specified by DTC.
- e. The BI solution shall support automated data refresh, self-service/ad-hoc reporting, Excel/PDF export, mobile access and role-based security. DTC shall have the right to configure/add dashboards, KPIs, reports, filters and alerts during the Contract Period without additional licensing

or vendor dependency. All dashboards, reports, KPIs, datasets, alert rules and related configurations developed under the Contract shall be the property of DTC and shall be handed over in editable format with complete documentation.

4.17 Incident reporting and management system (IRMS):

The Service Provider shall provide incident reporting and management system (IRMS). The functional specifications for IRMS system shall be as follows:

1. The depot staff shall enter all incidents related to BMS in IRMS Dashboard or through Chatbot. The service provider will provide technical support for reported incident through their support team. The IRMS shall provide capability to set workflow for managing the incidents. The IRMS system shall also provide capability to assign the incidents to various teams based on set workflow and operating procedures. The service provider's personnel shall have access to assigned incidents and shall be responsible for resolving the incidents.
2. **SLA Compliance reporting system:** The functional specifications for SLA compliance reporting system as a submodule of IRMS are as follows
 - i. The system shall have capability to generate SLA compliance report for all incidents reported during a pre-defined interval.
 - ii. The report shall be automatically mailed to designated employees of DTC as per the set frequency. The SLA compliance reporting system shall be designed in such a way that it should involve minimum manual interventions. This system shall be designed in consultation with DTC during design phase

4.18 Security Management:

The functional specifications for this module are as follows:

- i. Shall have ability to restrict access to entire BMS system to only authorized users.
- ii. Shall have ability to create different user groups and assign different access levels / privileges.
- iii. Shall maintain transaction log to record all changes to database, access to the reports, edits along with log-on and log-off timestamps.
- iv. Transaction log information shall be maintained for minimum one year and this period shall be configurable parameter to allow for further modifications by DTC.
- v. No user shall be allowed to edit the transaction log information.
- vi. Security breach incidents shall be reported only to nominated user groups.
- vii. Shall have capability to authenticate sender and recipient in data exchange transaction.
- viii. System shall have capability to send periodic reports on transaction logs to nominated users in DTC organization.
- ix. Shall have capability to maintain data integrity and check for any data integrity errors and notify the nominated users. Data shall be stored in encrypted format.
- x. Shall use secured file transfer protocol during file transfers and shall have capability to verify the system created files have unique identification number and no files / data lost or missed during transmission.

4.19 Operational and maintenance Requirements

Bidder will operate and maintain all the components of the envisaged system for the defined contract period after scheduled Go-Live date. During O&M phase, bidder shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to DTC. Following is the broad scope for maintenance and support functions regarding software.

a. Application Software Maintenance

1. Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The Bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by the DTC team. All tickets related to any issue/complaint/observation about the system shall be maintained in an Information Technology Infrastructure Library (ITIL) compliant comprehensive ticketing solution.
2. The Bidder shall address all the errors/bugs/gaps in the functionality offered by solution (vis-à-vis the FRS & SRS signed off for Project) at no additional cost during the operations & maintenance period.
3. All patches shall be implemented by the Bidder ensuring customization done in the solution as per the DTC's requirements are applied. Any version upgrade of the software / tool by Bidder to be done after taking prior approval of DTC and after submitting impact assessment of such upgrade.
4. Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the Bidder to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system. Release management for application software will also require DTC's approval. A detailed process in this regard will be finalised by Bidder in consultation with DTC.
5. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the Bidder and periodically submitted to the DTC.
6. Bidder, at least monthly, will inform DTC about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical security patches/alerts, the Bidder shall inform about the same immediately along with his recommendations. The report shall contain Bidder's recommendations on update/upgrade, benefits, impact analysis etc. The Bidder shall need to execute updates/upgrades through formal change management process and update all documentations and Knowledge databases etc. For updates and upgrades, Bidder will carry it out free of cost by following defined process.
7. DTC decides to opt for upgrade of the system, any additional effort required for the Service Provider associated with the required upgrade will be validated and approved by DTC or DTC appointed independent Experts' Committee.

b. Annual Technology Support

1. The Bidder is mandatorily required to take enterprise level annual support for the entire contract duration:
 - a. Operating System
 - b. Application Licenses
 - c. RDBMS etc.
2. For performing of any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements, a separate Change Control Note (CCN) shall be prepared by Bidder and the changes in the software shall be implemented accordingly at no additional cost to DTC. The period for implementation of change shall be mutually decided between Bidder and DTC.
3. It is clarified that changes in software and other infrastructure required because of any legislative, administrative, policy changes in the business process and workflow shall not constitute change of 'Scope of Work'. The changes, if any, shall therefore fall under the CCN.

Further, such changes which are required to be done across all ports will have to be treated as one change request.

c. Cloud DC Operations and administration

4. The Bidder shall provide comprehensive onsite support 24 x 7 x 365 basis to ensure system availability of 99.5% for the BMS at the Cloud Data Centre.
5. The Bidder shall commit to provide all necessary manpower resources onsite to resolve any issues/incidents and carry out required changes, optimizations and modification.
6. Co-ordinate with the Cloud Data Centre Provider to resolve any problems and issues related to the data centre.
7. Any breach of security or non-compliance on part of the cloud data centre facilities should be immediately brought to the notice of the DTC with suggestions for improvements.
8. Maintain at the cloud data centre, a log of all Bidder personnel entering or visiting the data centre. Such a log should be provided to the DTC whenever required.
9. Provide necessary access to DTC/ DTC designated agency to audit setup for acceptance of the system

d. Software change management

1. Bidder shall be responsible for managing the changes that happen to the DC sites setup on an ongoing basis, including but not limited to, changes in hard/soft configurations, changes to system software, changes to policies, applying of updates/patches, etc.
2. Bidder shall undertake planning required for changes, draw up a task list, decide on responsibilities, co-ordinate with the DTC users, establish and maintain communication with the DTC, to identify and mitigate risks, manage the schedule, execute the change, ensure and manage the change tests and documentation.

Section 5: Project Timelines, Milestone

#	Milestone	Timeline
1.	Letter of Award / Contract Order Issuance Date	T
2.	BMS Functionality Report & Implementation plan submission	T + 2 weeks
3.	Liaison with the Concessionaires for obtaining CAN/GPS data using their Raw Data or APIs etc. & Implementation of BMS	T + 4 weeks
4.	Implementation of BMS as per defined ATC/Scope of Work in one DTC Depot & Conducting UAT by the committee for acceptance of the BMS	T + 6 weeks
5.	COD to be declared after successful conduction of UAT and rollout of BMS in all depots	T + 8 weeks (to be started from 01.11.2026 tentatively)
6.	Roll-out in newly inducted buses as and when put in operation	Immediately after induction and operation of buses in depots

Note: The implementation plan may vary as per discretion of DTC.

Section 6: Payment Terms

6.1 Commencement of Payments

The Contract shall become effective from the date of issuance of the Work Order/Letter of Award. However, no payment of any nature whatsoever shall be payable by DTC during the Implementation Phase. The Selected Bidder shall be responsible, at its own cost, for mobilization of resources,

deployment of manpower, software development, customization, configuration, cloud/hosting infrastructure, integration with existing systems, testing, User Acceptance Testing (UAT), pilot implementation, commissioning, training and all other activities required for successful implementation of the BMS.

The Selected Bidder shall become eligible for Operation & Maintenance (O&M) payments only from the Commercial Operation Date (COD)/Go-Live, which shall be declared by DTC after successful completion of the Implementation Phase, successful UAT and issuance of the COD/Go-Live Certificate.

No payment, mobilization advance, implementation charges or retrospective payment shall be admissible for any period prior to the Commercial Operation Date (COD)/Go-Live.

6.2 Monthly Billing

The Selected Bidder shall submit Depot wise monthly invoices to the IT Department, DTC Headquarters, on or before the 10th day of the succeeding month.

The monthly payment shall be based solely on the actual number of buses operational on the Bus Management System (BMS) during the respective billing month, subject to the maximum number of buses covered under the applicable Concessionaire Agreement and allocated to the respective depots. No payment shall be admissible for any additional or extra buses deployed by the Concessionaire beyond the approved fleet size under the applicable Concessionaire Agreement, irrespective of whether such buses are operational on the BMS. The number of eligible buses shall be certified by DTC, and payment shall be made at the rates quoted by the Successful Bidder in the Financial Bid.

Payment shall be released within 30 days from the date of receipt of complete and correct invoices, subject to verification of services, approval of the Competent Authority, and deduction of SLA penalties, statutory taxes and other recoveries as applicable.

6.3 Bill Processing Procedure

- a. Vendor will submit monthly bills of all the depots in IT Dept., DTC HQs.
- b. IT Dept. will verify the bills from concerned depots before processing.
- c. IT Dept. will compile monthly bills & services details of all depots and sent to Accounts Dept. for vetting.
- d. After vetting, approval of competent authority will be sought.
- e. Accounts Dept. will make the payment to the vendor.

6.4 Liquidated Damages & SLA Penalties

Any delay in completion of the Implementation Phase or achievement of the Commercial Operation Date (COD)/Go-Live attributable to the Selected Bidder shall attract Liquidated Damages in accordance with the provisions of the Contract.

After declaration of the Commercial Operation Date (COD)/Go-Live, payments shall be subject to deductions on account of SLA penalties, statutory deductions and other recoveries admissible under the Contract.

DTC shall have the right to recover Liquidated Damages, SLA penalties or any other dues from any amount payable to the Selected Bidder, including subsequent invoices and/or the Performance Security.

6.5 Taxes

DTC shall deduct taxes at source wherever applicable under the prevailing laws. The Selected Bidder shall be responsible for payment of all other applicable taxes, duties, levies and statutory liabilities arising out of the execution of the Contract.

Section 7: Service Level Agreement (SLA)

General Conditions

- Implementation Milestones** shall be monitored from the Effective Date till the Commercial Operation Date (COD)/Go-Live and shall be governed by **Liquidated Damages (LD)**.
- Operational SLAs** shall become effective **only from the Commercial Operation Date (COD)/Go-Live** declared by DTC.
- SLA performance shall be measured on a **calendar month basis**, excluding **Approved Planned Downtime**.
- Planned Downtime shall be permitted only with prior written approval of DTC and shall not exceed the limits specified in the Contract.
- DTC shall have the right to recover SLA penalties from the monthly invoices and/or the Performance Security.

S. No.	Category	SLA Requirement	Target/Standard	Penalty	Measurement Level
Implementation Phase (Applicable till COD/Go-Live)					
1	Implementation Milestones	Completion of all milestones including development, Customization, Integration, Testing, UAT and Go-Live as per approved timeline	100% adherence	₹10,000 per day of delay and ₹5,000 per depot per day for rollout delay	HQ
Operation & Maintenance Phase (Applicable from COD/Go-Live)					
2	Application Availability	Web Application uptime	≥99.0% per calendar month	₹50,000 per day of non-compliance	HQ
3	Cloud Infrastructure Availability	DC & DR availability	≥99.5% per calendar month	₹10,000 per day of non-compliance	HQ
4	Mobile Application Availability	Android & iOS Mobile Apps uptime	≥99.0% per calendar month	₹25,000 per day of non-compliance	HQ
5	API & Integration Availability	GPS, CAN, ITS, AFCS, NCMC and other APIs operational	≥99.5% availability	₹50,000 per day	HQ

S. No.	Category	SLA Requirement	Target/Standard	Penalty	Measurement Level
6	System Performance	Average response time for web/mobile application	≤3 seconds	₹2,000 per day	HQ
7	Incident Management	Critical Incident Resolution ≤2 hrs; Major ≤4 hrs; Minor ≤24 hrs	100% compliance	₹10,000 per critical incident, ₹5,000 per major incident, ₹2,000 per minor incident	HQ
8	Data Management	Real-time data availability, ≥99% data accuracy, zero data loss, daily backup	100% compliance	₹5,000/day (delay/inaccuracy), ₹10,000 per backup miss, ₹50,000 per data loss	HQ
9	Security & Compliance	Compliance with CERT-In, MeitY & Govt Guidelines	100% compliance	₹50,000 per non-compliance, ₹5,00,000 per security breach	HQ
10	Manpower Deployment	Deployment of key personnel as per RFP	100% availability	₹10,000 per person per day of non-deployment	HQ
11	Billing Accuracy Penalty	Generation of GCC billing through the system	100% accuracy compliance	₹2,000 per missed accuracy	Depot
12	Reports & MIS	Submission of all daily, weekly, monthly and quarterly reports within prescribed timelines	100% compliance	₹20,000 for delayed or inaccurate per report	Depot/HQ
13	Helpdesk Services	24x7 ITIL-based Helpdesk availability	100% availability	₹5,000 per day	HQ

The purpose of this section is to define the performance levels of service that the service provider needs to adhere to during implementation and operation:

Note:

- Maximum penalty:** 20% of total monthly billed amount of all buses.
- System Availability (%) shall be automatically calculated by the BMS/Cloud monitoring system on a monthly basis based on system-generated logs. The system-generated availability reports, verified by DTC, shall be final for SLA measurement and application of penalties.
- Repeated breach (3 consecutive months): Termination/action as per contract
- Final authority for SLA measurement: DTC HQ

Section 8: Master Service Agreement

<<On non-judicial stamp paper of appropriate value as required by the jurisdiction in which executed>>

Following MSA shall be signed between DTC and Consortium members OR sole bidder as per Terms and Conditions defined in the RFP, Corrigendum(s), if any, after issuing the Contract award:

MASTER SERVICE AGREEMENT

FOR DEVELOPMENT, CUSTOMISATION, IMPLEMENTATION, OPERATION & MAINTENANCE OF BMS SOFTWARE AND MOBILE APP FOR ELECTRIC AND CNG OR OTHER FUELLED BUSES OF DTC & DOT

Tender No.: DTC/RFP-ITD/2609/01

Delhi Transport Corporation

Government of NCT of Delhi

DTC Headquarters, IP Estate, New Delhi – 110002

Contracting Authority	Delhi Transport Corporation (DTC)
Service Provider	[●]
Contract / Work Order No.	[●]
Effective Date	[●]
Contract Value	INR [●] (as accepted/awarded under the RFP)

Draft prepared on the basis of the RFP and its stated terms, including the Scope of Work, Payment Terms and SLA.

1. MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement” or “MSA”) is executed on [●] (“Effective Date”) between:

A. Delhi Transport Corporation, Government of NCT of Delhi, having its headquarters at DTC Headquarters, IP Estate, New Delhi – 110002, acting through its Managing Director / authorised representative (“DTC”); and

B. [SERVICE PROVIDER LEGAL NAME], a company/entity incorporated and existing under the laws of India, having its registered office at [●], acting through its duly authorised representative (“Service Provider” or “SP”).

DTC and the Service Provider are individually a “Party” and collectively the “Parties”.

2. RECITALS

- DTC issued Request for Proposal No. DTC/RFP-ITD/2609/01 for selection of a Service Provider for Development, Customization, Implementation, Operation & Maintenance of BMS Software and Mobile Apps for Contract Management and Monitoring of Electric and CNG or other fuelled buses of DTC & DoT (“RFP”).
- The Service Provider has been selected pursuant to the procurement process and DTC has issued / shall issue the Contract Order / Letter of Award (“LOA/Work Order”).
- The Parties intend this MSA to record the contractual terms governing the Project, with the RFP, corrigenda, accepted bid/proposal, SLA, payment terms and schedules incorporated as contractual documents.
- The Parties acknowledge that the RFP defines the detailed Scope of Work, project milestones, payment terms and service levels and that the same shall apply to the Services under this Agreement.

3. DEFINITIONS AND INTERPRETATION

- **Agreement / Contract:** This MSA, the SLA, NDA (if separately executed), all Articles, Annexures, Schedules, the RFP, corrigenda, accepted bid/proposal and documents incorporated by reference, together with subsequent written amendments.
- **BMS:** Bus Management System comprising the web-based application software, mobile applications, modules, interfaces, integrations, infrastructure and associated services covered by the Project.
- **COD / Go-Live:** The date certified by DTC after successful implementation, testing, UAT, commissioning, rollout and readiness of the BMS for full-scale operational use.
- **Effective Date:** The date of issuance of the Work Order/Letter of Award or such other date stated in the Contract Order.
- **Implementation Phase:** The period commencing on the Effective Date and continuing for two (2) months, during which implementation activities are completed through COD/Go-Live.
- **O&M Phase:** The period commencing from COD/Go-Live and continuing until expiry/termination of the Contract, including any extension.
- **Project:** The entire scope of design, development, customisation, implementation, integration, operation, management and maintenance of BMS described in the RFP.
- **Project Data / Data:** All information required for system operation or generated through the Project, including operational data, user data, reports, logs, analytics, metadata and transit data.
- **Service Levels / SLA:** The service levels and performance criteria specified in Annexure C and the RFP.
- **Service Provider / SP:** The successful bidder with whom DTC signs the contract for execution of the Project.
- **Business Day:** A day on which DTC is open for business.

- **Planned Downtime:** Approved unavailability for maintenance/configuration/upgrades for which DTC has received prior notice and approval in accordance with the Contract.
- **Material Breach:** A breach having or likely to have an adverse effect on the Project which remains uncured after the applicable cure period.
- **Performance Security:** The performance security furnished by the Service Provider in accordance with the RFP.
- **Interpretation:** References to the RFP include its corrigenda/clarifications and the accepted proposal to the extent contractually incorporated. Headings are for convenience. If a provision of the MSA conflicts with a mandatory provision of the RFP on Scope of Work, Payment Terms or SLA, the Parties intend the corresponding RFP provision to govern, unless expressly amended in writing by DTC and the Service Provider.

4. APPOINTMENT AND PURPOSE

- a. DTC appoints the Service Provider, and the Service Provider accepts the appointment, to design, develop, customise, implement, integrate, test, commission, operate, maintain and support the AI-enabled BMS and mobile applications for DTC and DoT in accordance with this Agreement and the RFP.
- b. The Service Provider shall provide the complete scope without exclusion, omission or qualification and shall meet all functional, technical, security, integration, manpower, reporting and SLA requirements stated in the RFP.

5. CONTRACT TERM AND PHASES

The Contract shall commence on the Effective Date and remain valid for five (5) years and two (2) months unless terminated earlier. The first two (2) months constitute the Implementation Phase. Following successful completion and issuance of the COD/Go-Live Certificate by DTC, the O&M Phase shall commence and continue until expiry of the Contract. DTC may, at its sole discretion, extend the O&M Phase on the same rates, terms and conditions on a yearly basis or part thereof, maximum up to two (2) additional years, subject to satisfactory BMS performance and continuation of the relevant bus operations.

6. IMPLEMENTATION, MILESTONES AND ACCEPTANCE

- a. The Service Provider shall meet the milestones set out in Annexure D. The implementation plan may vary as per DTC's discretion, consistent with the RFP.
- b. COD/Go-Live shall be declared only after successful UAT and rollout of the BMS in all required depots and satisfaction of DTC.
- c. No payment is admissible during the Implementation Phase. The Service Provider shall bear development, implementation mobilisation, manpower, cloud hosting, customisation, integration, testing, UAT, pilot, commissioning, training and related implementation costs as required by the RFP.
- d. Source-code build/deployment verification required by the RFP shall be completed as a condition precedent to COD/Go-Live and repeated annually and at exit.

7. SCOPE OF SERVICES

- a. The detailed Scope of Work is the complete Section 4 of the RFP (Detailed Requirements / Scope of Work), incorporated into this Agreement as Annexure A without reduction or dilution. In case of any conflict concerning the Scope, the RFP Scope shall apply unless expressly amended by a written instrument signed by DTC.

b. Without limiting Annexure A, the Services include the following:

- Design, Develop, Customise, Implement, Integrate, Test, Commission, Maintain and provide operational support for an AI-enabled BMS, including mobile applications, covering existing and future Buses, Depots, Terminals, Regional Offices, Command/Control Centres and Mobile Users.
- Integration and ingestion of GPS, CAN, SOC, odometer, ITS, IP-CCTV, panic button, two-way communication, charging data, AFCS/ETM and other identified APIs/systems.
- AI/ML capabilities including ETA and delay prediction, schedule/route/fleet/depot/crew/charging optimisation, anomaly detection, predictive maintenance, battery degradation and energy optimisation, operational assistant/chatbot and management summaries.
- Passenger intelligence including demand forecasting, stop-wise boarding/alighting analytics, route-wise load analysis, peak-hour and event demand prediction and passenger heat maps.
- Open architecture and interoperability with Delhi Transport Stack, One Delhi App, ONDC, Passenger Information Systems, ITS and other present/future applications, including GTFS/GTFS-Realtime and secure version-controlled APIs.
- Live/historical tracking, operational and statistical reports, alerts, geofencing, route deviation, over-speed, GPS failures, bunching, breakdown and accident alerts and other DTC business rules.
- Contract Management System capable of supporting multiple concessionaires, contract-specific SLA/KPI/penalty/payment rules, automated compliance monitoring, penalty computation, billing and audit trails.
- Automatic concessionaire bill processing, payment notes, show-cause/proposal notes, actual-KM billing and application of damages/infractions as required by the RFP.
- Secure hosting on a MeitY-empanelled cloud in India, DC/DR, backups, security audit, CERT-In compliance, monitoring and 24x7x365 operational support.
- Minimum deployment of eight (8) IT Experts in the structure prescribed by the RFP, including Project Manager, MIS Expert, four System Analysts and two Data Scientists, with replacement and continuity obligations.
- Set-up and support of the Operations Control Centre at Kashmere Gate, including live monitoring, incident management, escalation, standalone capability and operator GUI.
- Enterprise BI and Decision Support System, including dashboards, KPIs, drill-down analysis, alerts, exports and configurable reports, with the prescribed licensing costs borne by the Service Provider.
- IRMS with incident workflow, assignment, resolution support and SLA compliance reporting.
- Application maintenance, bug fixing, security patches, upgrades, change management, annual technology support, cloud administration, reporting, documentation, training and knowledge transfer.
- Exit management, including complete data/software/source-code/configuration/credentials/API/license handover and 90-day parallel-run support at no additional cost.

8. SERVICE PROVIDER OBLIGATIONS

- a. The Service Provider shall perform the Services with due skill, care, diligence and professional standards consistent with the RFP and the service levels.
- b. The Service Provider shall provide sufficient personnel, infrastructure, tools and support resources to meet the Scope and SLAs. Additional resources required for timely and successful performance shall be provided without extra cost where required under the RFP.

- c. All Service Provider personnel shall comply with DTC security, access, conduct and site requirements. The Service Provider shall undertake appropriate due diligence/background verification and provide undertakings as required by DTC.
- d. The Service Provider shall not subcontract any part of the Contract without DTC's prior written approval and shall remain fully responsible for approved subcontractors.

9. DTC OBLIGATIONS

- a. DTC shall provide the support, master data, approvals, access and operational inputs identified in the RFP, including support for data collection from operators, master data for vehicles/drivers/conductors/routes/duties/stops, verification/supervision, scheduling/allocation functions, AFCS/ticketing inputs, trip-wise KM approvals, incident entries and bus schedule/route information.
- b. DTC shall provide reasonable access to its premises and designated infrastructure in accordance with the RFP and shall nominate authorised personnel for approvals and coordination.

10. PAYMENT TERMS

- a. The payment terms in Annexure B are adopted from Section 6 of the RFP and shall apply without modification unless expressly agreed in writing.
- b. No payment of any nature shall be payable during the Implementation Phase. O&M payments shall commence only from COD/Go-Live certified by DTC after successful implementation and UAT.
- c. Monthly invoices shall be depot-wise and submitted to the IT Department, DTC Headquarters, on or before the 10th day of the succeeding month. Payment shall be based solely on the actual number of buses operational on BMS during the billing month, subject to the approved fleet size under the applicable Concessionaire Agreement.
- d. Complete and correct invoices shall be paid within 30 days of receipt, subject to verification, competent-authority approval, SLA deductions, statutory taxes and other recoveries.
- e. DTC may recover LD, SLA penalties and other dues from invoices, subsequent invoices, Performance Security or any other amount payable to the Service Provider.

11. SERVICE LEVELS, PENALTIES AND LIQUIDATED DAMAGES

- a. The SLA in Annexure C is the SLA applicable to the Project and is adopted from Section 7 of the RFP.
- b. Implementation milestones are governed by LD. Operational SLAs become effective only from COD/Go-Live. SLA performance is measured monthly, excluding approved planned downtime.
- c. The maximum SLA penalty shall be 20% of the total monthly billed amount of all buses. System availability shall be calculated using BMS/Cloud monitoring logs, subject to DTC verification; DTC HQ is the final authority for SLA measurement.
- d. Repeated breach for three consecutive months may result in termination/action in accordance with this Agreement.
- e. Implementation LD shall be recoverable from the Performance Security and/or subsequent payments after COD. The RFP further provides that implementation delay/gross negligence attributable solely to the Service Provider may attract LD, subject to the RFP's stated limit of 10% of the total contract order value.

12. PERFORMANCE SECURITY

The Service Provider shall furnish Performance Security equal to 5% of the Contract Order Value in the form permitted by the RFP within 15 days from award. It shall remain valid up to 60 days beyond the Contract period.

DTC may recover penalties/dues from the Performance Security. The Service Provider shall extend its validity if the Contract is extended. No interest shall be payable.

13. INTELLECTUAL PROPERTY, DATA AND LICENSING

- a. All data generated, processed, stored or transmitted under the Project, including operational data, reports, logs, analytics, metadata, transit data, feeds, dashboards, KPIs and datasets, shall be the exclusive property of DTC.
- b. All BMS application software, mobile applications, source code, configurations, workflows, APIs, dashboards and related deliverables developed/customised specifically for DTC shall be the exclusive property of DTC, including applicable IPR, as stated in the RFP.
- c. The Service Provider shall provide complete source code, technical documentation, database schema, APIs/integration details and updated code quarterly. Independent build/deployment verification shall be carried out at COD/Go-Live, annually and at exit.
- d. Where pre-existing/proprietary Service Provider software is used, the Service Provider shall grant DTC a perpetual, irrevocable, non-exclusive, royalty-free and transferable licence to use, host, operate, modify and enhance such software for DTC/DoT and through DTC-appointed third parties, surviving expiry/termination.
- e. COTS/third-party software required for the BMS shall be licensed in DTC's name with perpetual, irrevocable, royalty-free rights as required by the RFP. The cloud/DC/DR account, SSL certificates, map licence, SMS/OTP gateway, BI platform licences and mobile-app store developer accounts shall stand in DTC's name from outset as specified in the RFP.
- f. The Service Provider shall provide real-time, unrestricted data access and open-format export/migration support and shall ensure no vendor lock-in.

14. CONFIDENTIALITY AND DATA SECURITY

- a. The Service Provider shall keep all DTC information and Project Data confidential, shall use it only for performance of this Agreement, and shall not disclose, use, commercialise or retain DTC data except as expressly permitted in writing by DTC.
- b. Data shall be stored and processed within India with appropriate encryption, access controls and security measures. The Service Provider shall comply with applicable Government of India, MeitY, CERT-In and other applicable requirements stated in the RFP.
- c. Security incidents and data breaches shall be promptly reported to DTC, with immediate corrective action. Security breach/non-compliance may constitute serious breach and may attract penalties and termination.
- d. Appropriate access controls, authentication, transaction logs, encrypted data storage, secure file transfer and audit trails shall be maintained as specified in the RFP.

15. CHANGE MANAGEMENT

- a. Changes, modifications, enhancements, configurations, integrations, reports or functionality required by DTC shall be implemented in accordance with the RFP. Where the RFP specifies that such change is within scope/no additional cost, the Service Provider shall implement it without additional charge.
- b. Changes deviating from signed-off Functional/System Requirements shall be managed through a Change Control Note (CCN) in accordance with the RFP. Legislative, administrative, policy and business-workflow changes required under the RFP shall be treated through CCN without being treated as an excluded scope.
- c. Changes/upgrades shall be tested comprehensively, documented and released only through the approved change/release management process.

16. AUDIT, ACCESS AND REPORTING

DTC and its authorised representatives shall have the right to audit, inspect and verify the systems, data, processes, records, reports and facilities relating to the Project. The Service Provider shall provide full access, cooperation and support without additional cost and promptly rectify observations. The Service Provider shall submit all daily, weekly, monthly and quarterly reports and SLA reports required under the RFP.

17. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants that: (a) it has authority to enter into and perform this Agreement; (b) it shall provide the Services in accordance with the RFP and applicable laws; (c) the Services and deliverables shall meet the agreed requirements and SLAs; (d) it shall not knowingly introduce malicious code or unauthorised access mechanisms; and (e) it shall maintain all licences, permissions, approvals and resources required for the Services.

18. INDEMNITY

- a. The Service Provider shall indemnify and keep DTC indemnified against claims, losses, liabilities and reasonable costs arising from intellectual property infringement or unauthorised use of third-party software/components, as expressly required by the RFP.
- b. The Service Provider shall also indemnify DTC for employment/labour claims arising from Service Provider personnel, including claims relating to regularisation or absorption, as stated in the RFP.
- c. The Service Provider shall promptly defend and settle any covered third-party claim, subject to DTC's right to participate in the defence.

19. INSURANCE, LABOUR AND STATUTORY COMPLIANCE

The Service Provider shall remain solely responsible for salary, statutory compliance, insurance, leave management, HR matters and other employment obligations relating to its personnel. It shall comply with applicable labour, tax, social-security, safety, information-security and other laws. DTC shall have no employer-employee relationship with Service Provider personnel.

20. TAXES

DTC shall deduct taxes at source wherever applicable. The Service Provider shall be responsible for all other applicable taxes, duties, levies and statutory liabilities arising from execution of the Contract, as stated in the RFP.

21. SUSPENSION

DTC may, by written order, require temporary suspension of all or part of the Services for the period specified. The RFP provides that DTC shall ordinarily inform the Service Provider at least 30 days in advance and that the Service Provider shall not claim compensation for loss/damage arising solely from such suspension.

22. TERMINATION

- a. **Material Breach:** If the Service Provider commits a Material Breach, DTC may issue a 30-day written notice to cure. If the breach continues after the cure period, DTC may terminate. The RFP specifically recognises sustained SLA failure as a potential Material Breach.

- b. **Consortium:** If the lead bidder defaults or DTC is dissatisfied with the lead bidder, DTC may require replacement; if a suitable replacement is not approved/engaged within the RFP timeline, DTC may terminate.
- c. **Convenience:** DTC may terminate for any reason on 30 days' prior written notice. The Service Provider shall immediately commence the exit obligations and handover of data/software backup and knowledge-transfer training specified in the RFP.
- d. **Bankruptcy:** DTC may terminate with immediate effect in the circumstances specified by the RFP concerning bankruptcy/apprehension of bankruptcy.
- e. Termination shall not affect accrued rights, deductions, confidentiality, IP/data ownership, indemnity, audit or exit obligations.

23. EXIT MANAGEMENT

Upon expiry or termination, the Service Provider shall ensure a smooth and seamless transition without disruption and without additional cost to DTC. It shall provide current-service information, updated data, documents, records, source code, system configurations, credentials, databases, APIs, licences and all related digital assets; complete knowledge transfer and technical documentation; and 90 days of mandatory parallel-run technical support to DTC or its successor vendor where required by the RFP. The Service Provider shall not retain DTC data except as expressly permitted by DTC.

24. FORCE MAJEURE

Neither Party shall be liable for delay/non-performance to the extent caused by a Force Majeure event as defined in the RFP, provided the affected Party notifies the other in writing within fourteen (14) days of occurrence and uses reasonable efforts to mitigate. If performance is substantially prevented, hindered or delayed for a single period exceeding sixty (60) days, the Parties shall attempt a mutually satisfactory solution, failing which either Party may terminate in accordance with the RFP.

25. INTEGRITY, ANTI-CORRUPTION AND CONFLICT OF INTEREST

The Service Provider shall comply with the RFP's Integrity Pact and applicable anti-corruption laws and shall not engage in corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices. No undisclosed agreement or understanding with other bidders/contractors shall be entered into. The Service Provider shall disclose conflicts of interest and all matters required by the RFP.

26. RECORDS AND RETENTION

The Service Provider shall maintain complete project records, issue logs, change logs, audit trails, reports, backups, security records and other documentation for the periods required under the RFP and applicable law and shall make them available to DTC for audit.

27. NOTICES

All contractual notices shall be in writing and delivered to the addresses/email IDs stated below or such updated address notified in writing:
DTC: Deputy Chief General Manager (IT), DTC HQ, IP Estate, New Delhi – 110002; Email: dcgmit@dtc.nic.in / managerit2@dtc.nic.in / managerit3@dtc.nic.in.
Service Provider: [Name, address, email, authorised contact].

28. ASSIGNMENT

The Service Provider shall not assign, transfer or novate the Contract or any material obligation without DTC's prior written consent, except as expressly permitted under the RFP. DTC may assign/nominate performance or transition to a nominated agency/successor vendor as contemplated by the RFP.

29. NON-WAIVER AND SEVERABILITY

Failure or delay by either Party in exercising a right shall not constitute waiver. If any provision is held invalid, the remaining provisions shall continue to the extent legally permissible.

30. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Agreement comprises the signed MSA and its Annexures, the RFP and corrigenda, the accepted bid/proposal, the Contract Order/LOA and any duly signed amendments. Subject to mandatory RFP provisions and the Parties' express agreement, the following order shall apply in the event of inconsistency: (1) signed amendment/change order; (2) MSA main body; (3) Annexures to the MSA; (4) RFP/corrigenda and accepted proposal. For the avoidance of doubt, the Payment Terms, Scope of Work and SLA in Annexures A-C are intended to remain the same as the corresponding RFP provisions.

31. GOVERNING LAW AND DISPUTE RESOLUTION

Any dispute shall first be resolved amicably through mutual consultation. If not resolved within thirty (30) days, it shall be referred to the Managing Director, DTC. If the dispute remains unresolved, the competent courts at Delhi shall have exclusive jurisdiction and their decision shall be final and binding, as provided in the RFP.

32. STAMP DUTY AND EXECUTION

This MSA shall be executed on non-judicial stamp paper of appropriate value as required in the jurisdiction in which it is executed. Each Party shall execute the Agreement through its duly authorised representative.

33. SIGNATURES

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

For Delhi Transport Corporation	For [SERVICE PROVIDER]
Name: _____	Name: _____
Designation: _____	Designation: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Seal: _____	Seal: _____
Witness: _____	Witness: _____

34. ANNEXURE A – SCOPE OF WORK

The Scope of Work under this Agreement is the complete Section 4 (Detailed Requirements / Scope of Work) of the RFP, pages 34–55, including all requirements, responsibilities, functional requirements, technical requirements, manpower, documentation, security, reporting, maintenance, change management, IP/data requirements and exit obligations contained therein. The Parties agree that the Scope is incorporated into this Agreement on the same terms as the RFP.

- 4.1 Stakeholders involved and their obligations – obligations of concessionaires, DTC and Service Provider, including data provision, master data, operational processes, GPS/CAN/ITS/charging/AFCS integrations and BMS operations.
- 4.2 Artificial Intelligence (AI) – AI/ML capabilities for ETA, delay, scheduling, route, fleet/depot/crew/charging optimisation, anomaly detection, predictive maintenance, battery/energy optimisation, operational assistant and management summaries.
- 4.3 Passenger Intelligence – passenger demand forecasting, boarding/alighting analytics, route load analysis, peak/event prediction and passenger heat maps.
- 4.4 Open Transit Data, Interoperability & Delhi Transport Stack Integration – open architecture, interoperability, GTFS/GTFS-Realtime, REST APIs, authentication, audit trails, version control and data ownership.
- 4.5 BMS Workflow.
- 4.6 Tracking Reports – live map, trail, history replay, journey, idle, diagnostic, movement, over-speed, current-month, consolidated and non-journey reports.
- 4.7 Alerts – panic, over-speed, GPS breakage, idle, route deviation, bunching, harness removal, breakdown, accident and late outshedding alerts.
- 4.8 Business Rules – geofencing, route fencing, time relaxations, diversion, speed rules, trip-start/completion rules, GPS-KM tolerances, duty and staffing rules.
- 4.9 Responsibility Matrix – master data, bus/route/duty creation, daily allocation, infractions, ticketing, breakdown/accident, charging, trip-KM closure and daily infraction closure.
- 4.10 Infraction Reports – double-duty driver, day-wise KM, earnings, KPI, missed KM, incident/penalty, curtailment, route deviation, trip-origin, driver/conductor, breakdown, accident, over-speed and ITS/GPS reports.
- 4.11 Contract Management System – multi-concessionaire configuration, configurable SLA/KPI/penalty/payment rules, automated compliance, billing, deductions, auditability and integration.
- 4.12 Automatic Processing of Concessionaire Bills – DTC and DoT bill submission, entry, payment notes, show-cause/proposal notes, actual-KM/damage processing, depot/regional/HQ workflows.
- 4.13 Other Terms & Conditions – user-friendly portal, minimum concurrent users, 24x7 IRMS support, MeitY-empanelled India cloud, security audit, backups, DTC data/IP ownership, mobile responsiveness, APIs, geofencing, perpetual third-party licences, vendor lock-in avoidance, documentation, source code, data portability and exit.
- 4.14 IT Experts – mandatory eight-person deployment, duties, qualifications, deployment within 15 days, seven-day vacancy replacement, DTC functional control, Service Provider administrative control, included cost and performance/replacement provisions.
- 4.15 Operations Control Centre – Kashmere Gate OCC, live monitoring, incident management, escalation, standalone capability, device monitoring and operator GUI.
- 4.16 Enterprise BI & Decision Support System – enterprise BI platform, dashboards, KPIs, integrations, alerts, exports, role-based security and DTC ownership/configurability.

- 4.17 IRMS – incident workflows, assignment, resolution support and SLA compliance reporting.
- 4.18 Security Management – authorised access, user groups, transaction logs, security incident notification, data integrity, encryption and secure file transfer.
- 4.19 O&M Requirements – production monitoring, troubleshooting, bug fixing, patches, upgrades, testing, release management, issue logs, security updates, annual technology support, CCN/change management, 24x7x365 cloud/DC support and software change management.

Source basis: RFP Section 4, pages 34–55. The detailed RFP text remains the governing specification and shall be read together with this Annexure.

35. ANNEXURE B – PAYMENT TERMS

The following Payment Terms are adopted from Section 6 of the RFP and are intended to remain the same.

B1. Commencement of Payments

The Contract becomes effective from the date of Work Order/LOA. No payment of any nature is payable during the Implementation Phase. The Service Provider bears, at its own cost, mobilisation, manpower, software development, customisation/configuration, cloud/hosting infrastructure, integration, testing, UAT, pilot implementation, commissioning, training and all other implementation activities. O&M payments become admissible only from COD/Go-Live declared by DTC after successful Implementation, UAT and issuance of COD/Go-Live Certificate. No payment, mobilisation advance, implementation charges or retrospective payment is admissible before COD/Go-Live.

B2. Monthly Billing

Depot-wise monthly invoices shall be submitted to the IT Department, DTC Headquarters, on or before the 10th day of the succeeding month. Monthly payment shall be based solely on the actual number of buses operational on BMS during the billing month, subject to the maximum number of buses covered under the applicable Concessionaire Agreement and allocated to the respective depots. No payment is admissible for additional/extra buses beyond the approved fleet size under the applicable Concessionaire Agreement. Eligible buses shall be certified by DTC and paid at the rates quoted by the Successful Bidder in the Financial Bid.

B3. Payment Release

Payment shall be released within 30 days from receipt of complete and correct invoices, subject to verification of services, approval of the Competent Authority, and deduction of SLA penalties, statutory taxes and other recoveries as applicable.

B4. Bill Processing Procedure

Vendor submits monthly bills of all depots to IT Department, DTC HQ; IT Department verifies with concerned depots; IT Department compiles monthly bills/services details and sends them to Accounts Department for vetting; competent-authority approval is obtained; Accounts Department makes payment.

B5. Liquidated Damages and SLA Penalties

Delay in completion of the Implementation Phase or COD/Go-Live attributable to the Service Provider attracts LD under the Contract. After COD/Go-Live, payments are subject to SLA penalties, statutory deductions and other recoveries. DTC may recover LD, SLA penalties or other dues from any amount payable, including subsequent invoices and/or Performance Security.

B6. Taxes

DTC deducts tax at source wherever applicable. The Service Provider is responsible for all other applicable taxes, duties, levies and statutory liabilities arising from execution of the Contract.

36. ANNEXURE C – SERVICE LEVEL AGREEMENT (SLA)

The following SLA is adopted from Section 7 of the RFP and is intended to remain the same.

- Implementation milestones are monitored from Effective Date until COD/Go-Live and are governed by LD.
- Operational SLAs become effective only from COD/Go-Live declared by DTC.
- SLA performance is measured on a calendar-month basis, excluding Approved Planned Downtime.
- Planned Downtime requires prior written approval of DTC and shall not exceed contractual limits.
- DTC may recover SLA penalties from monthly invoices and/or Performance Security.

Sl.	Category	SLA Requirement	Target/Standard	Penalty	Measurement Level
1	Implementation Milestones	Completion of all milestones including Development, Customization, Integration, Testing, UAT and Go-Live as per approved timeline	100% adherence	₹10,000/day of delay and ₹5,000 per depot/day for rollout delay	HQ
2	Application Availability	Web Application uptime $\geq 99.0\%$ per calendar month	$\geq 99.0\%$	₹50,000/day of non-compliance	HQ
3	Cloud Infrastructure Availability	DC & DR availability $\geq 99.5\%$ per calendar month	$\geq 99.5\%$	₹10,000/day of non-compliance	HQ
4	Mobile Application Availability	Android & iOS Mobile Apps uptime $\geq 99.0\%$ per calendar month	$\geq 99.0\%$	₹25,000/day of non-compliance	HQ
5	API & Integration Availability	GPS, CAN, ITS, AFCS, NCMC and other APIs operational	$\geq 99.5\%$ availability	₹50,000/day	HQ
6	System Performance	Average response time for web/mobile application	≤ 3 seconds	₹2,000/day	HQ
7	Incident Management	Critical ≤ 2 hrs; Major ≤ 4 hrs; Minor ≤ 24 hrs	100% compliance	₹10,000 per critical incident; ₹5,000 per major incident; ₹2,000 per minor incident	HQ
8	Data Management	Real-time data availability, $\geq 99\%$ data accuracy, zero data loss, daily backup	100% compliance	₹5,000/day (delay/inaccuracy); ₹10,000 per backup miss; ₹50,000 per data loss	HQ
9	Security & Compliance	Compliance with CERT-In, MeitY & GoI Guidelines	100% compliance	₹50,000 per non-compliance;	HQ

				₹5,00,000 per security breach	
10	Manpower Deployment	Deployment of key personnel as per RFP	100% availability	₹10,000 per person per day of non-deployment	HQ
11	Billing Accuracy Penalty	Generation of GCC billing through the system	100% accuracy compliance	₹2,000 per missed accuracy	Depot
12	Reports & MIS	Daily, weekly, monthly and quarterly reports within prescribed timelines	100% compliance	₹20,000 per delayed or inaccurate report	Depot/HQ
13	Helpdesk Services	24x7 ITIL-based Helpdesk availability	100% availability	₹5,000/day	HQ

SLA Notes:

- Maximum penalty: 20% of total monthly billed amount of all buses.
- System Availability (%) shall be automatically calculated by the BMS/Cloud monitoring system on a monthly basis based on system-generated logs.
- System-generated availability reports, verified by DTC, shall be final for SLA measurement and application of penalties.
- Repeated breach (3 consecutive months): termination/action as per Contract.
- Final authority for SLA measurement: DTC HQ.

37. ANNEXURE D – PROJECT TIMELINES & MILESTONES

Milestone	Description	Timeline
1	Letter of Award / Contract Order issuance Date	T
2	BMS Functionality Report & Implementation Plan submission	T + 2 weeks
3	Liaison with concessionaires for CAN/GPS data using raw data/APIs and implementation of BMS	T + 4 weeks
4	Implementation of BMS as per defined ATC/Scope in one DTC Depot and UAT by committee for acceptance	T + 6 weeks
5	COD after successful UAT and rollout of BMS in all depots	T + 8 weeks (tentatively to start from 01.11.2026)
6	Roll-out in newly inducted buses as and when put into operation	Immediately after induction and operation of buses in depots

38. ANNEXURE E – PERFORMANCE SECURITY AND KEY COMMERCIAL PARTICULARS

- Performance Security: 5% of Contract Order Value.
- Submission: within 15 days from award.
- Validity: up to 60 days beyond Contract period; extendable if Contract is extended.
- Beneficiary: Managing Director, Delhi Transport Corporation.
- Contract Value: INR [●].
- Per-bus-per-month O&M rate: INR [●] as accepted in the Financial Bid.
- Approved/maximum bus quantity for billing: as per applicable Concessionaire Agreement and DTC certification; current RFP is titled for 12,600 buses and contemplates scalability for future buses/depots.

- Contract term: five (5) years and two (2) months, with DTC discretion for up to two additional years of O&M on same rates/terms subject to the RFP conditions.

39. ANNEXURE F – DOCUMENTS FORMING PART OF THE CONTRACT

- RFP No. DTC/RFP-ITD/2609/01 – Selection of Service Provider for Development, Customization, Implementation, Operation & Maintenance of BMS Software and Mobile Apps for Electric and CNG or Other Fuelled Buses of DTC & DoT.
- All corrigenda, clarifications and amendments issued by DTC and applicable to the awarded Contract.
- Technical Bid / Proposal of the Service Provider, to the extent accepted by DTC.
- Commercial / Financial Bid and accepted price schedule.
- Contract Order / Letter of Award / Work Order.
- This Master Service Agreement and its Annexures.
- Performance Security / Performance Bank Guarantee.
- Integrity Pact and any separate NDA executed for the Project.
- Any subsequent written change orders, CCNs and amendments signed/approved in accordance with the Contract.

The Parties shall maintain a controlled copy of the above documents. In case of conflict, Clause 30 of this MSA shall apply, subject always to the RFP provisions expressly designated as controlling for Scope, Payment Terms and SLA.

Section 9: Bid Submission Formats

Form 1: Bid submission letter

<<On Sole Bidder / Lead Bidder Letterhead>>

Date:

To,

Dy. Chief General Manager-(IT),
Delhi Transport Corporation, Government of NCT of Delhi
I.P. Estate,
New Delhi-110002

Subject: Response to Request for Proposal (RFP) for “Selection of Service Provider for Development, Customization, Implementation, Operation & Maintenance of BMS Software and Mobile App for Electric and CNG or Other Fuelled Buses of DTC & DoT”.

Dear Sir,

1. We hereby request to be qualified with the DTC as a bidder for<Project Title> against Tender No. <>. I / We declare that all the services shall be performed strictly in accordance with the tender documents and we agree to all the terms and conditions in the tender.
2. I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.
3. We authorize DTC or their authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by DTC to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name: _____
Designation: _____
Telephone: _____
E-mail id: _____
5. We declare that the statements made, and the information provided in the duly completed application to DTC of our knowledge, are complete, authentic and accurate in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize DTC to reject our application.
6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
7. We undertake, if our proposal is accepted, to provide all the services related to “***Selection of Service Provider for Development, Customization, Implementation, Operation & Maintenance of BMS Software and Mobile App for Electric and CNG or Other Fuelled***

Buses of DTC & DoT put forward in the bid document or such features as may subsequently be mutually agreed between us and DTC or its appointed representatives.

8. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DTC.
9. We hereby declare that in case the contract is awarded to us, we will submit Performance Security equivalent to 5% of total contract value within the stipulated time as quoted in the commercial bid in the form prescribed in the tender.
10. I/We understand that DTC reserves the right to reject any application without assigning any reason thereof.
11. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.
12. All the prices mentioned in our Tender are in accordance with the terms as specified in the tender documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
13. We hereby confirm that our prices include all taxes including GST. However, all the taxes are quoted separately under relevant sections.
14. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
15. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the scope of work under the contract.
16. I/We do hereby confirm to deliver the latest versions of the software and hardware as available on the date of delivery on mutually agreed terms, that addresses the requirements of DTC.
17. In case you require any other further information/ documentary proof before/ during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
18. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
19. I/We do hereby undertake that commercial proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarification provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our commercial proposal is firm and final, and shall any clarifications sought by you and provided by us would not have any impact on the commercial proposal submitted by us.
20. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
21. We understand you are not bound to accept any Proposal you receive.
22. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the DTC of our knowledge and belief.

23. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
24. It is hereby confirmed that I/We are entitled to act on behalf of our company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
25. We declare that we have read through the Tender document, all related clarifications and corrigendum.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Sole Bidder/ Lead Bidder)

Name :
Designation :
Date :
Company Seal :
Business Address :

Form 2: Technical Bid checklist

<<On Sole Bidder / Lead Bidder Letterhead>>

To,

Dy. Chief General Manager-(IT),
Delhi Transport Corporation, Government of NCT of Delhi
I.P. Estate,
New Delhi-110002

Subject: Response to Request for Proposal (RFP) for “Selection of Service Provider for Development, Customization, Implementation, Operation & Maintenance of BMS Software and Mobile App for Electric and CNG or Other Fuelled Buses of DTC & DoT”.

The Bidder is required to fill relevant information in the format given below. The technical qualification bid must contain documentary evidences and supporting information to enable DTC to evaluate the eligibility of the Bidder without ambiguity.

Sir,

1. Information of the Bidder

S. No	Criteria	Technical qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Technical Qualification Bid (Section # and Page #)

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Sole Bidder/ Lead Bidder)

Name :
Designation :
Date :
Company Seal :
Business Address :

Form 3: Financial Capability

<<To be completed by the Sole Bidder / In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant>>

<<To be submitted along with Audited Financial Statements>>

Date:

To,

The Dy. Chief General Manager-(IT),
Delhi Transport Corporation, Government of NCT of Delhi
I.P. Estate,
New Delhi-110002

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the DTC of our knowledge & belief, we hereby certify that the annual turnover for the last three financial years i.e. from FY 2023-24 to FY 2025-26 is as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2023-24	2024-25	2025-26
Annual Turnover			
Net-worth			

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

Form 4: Relevant Experience

<<On Sole Bidder / Lead Bidder Letterhead>>

Sr. No.	Credential for < Criteria No. >	
	Name of the Organization - <<Name of the Sole Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
General Information		
1.	Customer Name	
2.	Name of the contact person, address and contact details of the customer	
3.	Whether customer visit can be organized	(Yes / No)
Project Details		
4.	Project Title	
5.	Location	
6.	Start Date and End Date	
7.	Duration of assignment in months	
8.	Government/Private/PSU/Others please specify	
9.	Geographical Coverage (No. of locations the project covers)	
10.	No. of buses for which BMS has been implemented	
11.	Date of Go-Live	
12.	Total Cost of the project (in INR)	
13.	Total Value of services delivered by your firm (in INR)	
14.	Current Status (Live / completed / on-going / terminated / suspended)	
15.	Number of years of successful operation	
16.	No of staff provided by your company	
17.	Please indicate the current or the latest AMC period with the client (<i>From Month – Year to Month-Year</i>)	
18.	Please indicate whether the client is currently using the implemented solution If no, please state the reason	
Size of the project		
19.	Order Value of the project (in lakhs)	
20.	Capital Expenditure involved (in lakhs)	
21.	Cost of services provided by the bidder (in Lakhs)	
22.	Copy of Go-Live / completion certificate issued by the client attached	Yes / No
23.	Does the work order / Purchase order / Copy of completion certificate clearly specify following? 1. Name of your organization 2. Detailed Scope of work covering details of solution provided 3. Duration start and end date 4. Names of the associated firms 5. Value of overall contract and value of your scope of work. <i>Note - If no, kindly attach a self-declaration duly attested by statutory authority stating the above listed details for each project. In such cases, absence of this self-certification may</i>	Yes/ No

Sr. No.	Credential for < Criteria No. >		
	Name of the Organization - <<Name of the Sole Bidder / Consortium Member that have executed / executing the project>>		
	Parameter	Details	
	result into project not being considered during technical evaluation.		
24.	Cost of services provided by the partners if involved (in Lakhs)		
25.	Number of total users and concurrent users of the solution at the client location(s):	Total users	
		Concurrent users	
26.	Training responsibilities of Bidder		
27.	Any other information to be shared with DTC		
Narrative Description of the Project:			
Detailed Description of actual services provided by Bidder:			
Documentary Proof:			
Highlights of the Key Result Areas expected and achieved			
List of modules and sub-modules implemented			

***For each of the project listed above the bidder needs to provide documentary evidence in the same format separately for different projects: Work Order, Completion letter or Ongoing certificates from client.**

(Signature of the Authorized signatory of the Sole Bidder/ Lead Bidder)

Name :

Designation :

Date :

Company Seal :

Business Address :

Form 5: Format for Consortium Agreement

<<On non-judicial stamp paper of appropriate value to be purchased in the name of executant's companies or as required by the jurisdiction in which executed>>

This 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 called the "Lead Member/First Member" which expression shall include its successors);

And

M/s a Company incorporated under the laws of and having its registered office at..... (Hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid") for the work of(Name of project) of DTC (hereinafter called the "DTC") in response to Request for Proposal Document (hereinafter called as "tender" Document) Dated..... for the purposes of submitting the bid no. and entering into a contract in case of award for the work of (Name of work)

WHEREAS, DTC invited bids vide its tender document no. for the work of.....AND WHEREAS as per document, Consortium bids will also be considered by the DTC provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to DTC vide proposal dated based on the Consortium Agreement and the bid with its forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by all the partners and submitted to DTC.

AND WHEREAS Clause <.....> of tender document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the tender document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium to the Owner and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s shall act as Lead Member for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and

severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (tender) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead member is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium.

3. The composition or the constitution of the consortium shall not be altered without the prior consent of DTC.
4. The roles and responsibilities of the lead member and second member of the consortium for execution of various components/activities as defined in the tender document shall be as under:

S. No.	Project Component/Activity	Roles & Responsibility of Lead Member	Roles & Responsibility of Consortium Member(s)
1			
2			
3			
4			

5. It is agreed that the lead member shall be liable for the entire scope of work and risks involved thereof. It is also agreed that all non-lead member of the consortium shall be held equally responsible along with the lead member for the obligations under the tender Document, Contract and this Agreement, as per the scope of work, roles and responsibility agreed in this agreement.
6. For the purpose of this agreement, the tender document and the contract, the lead member shall be the single point of contact for the DTC, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the tender Document.
7. If DTC 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 (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 DTC on its demand without any demur or contest. The DTC shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the DTC to proceed against the Lead bidder before proceeding against or dealing with the other Member.
8. The financial liability of the consortium members to the DTC, with respect to any of the claims arising out of the performance or non-performance of obligations under the tender and the resulting agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the members.
9. It is expressly agreed by the members that all the due payments shall be made by the DTC to lead member only.
10. This consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.

11. It is also hereby agreed that lead member shall, on behalf of the consortium shall submit the bid and performance security as specified by owner in the tender document.
12. It is further agreed that this consortium agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by DTC
13. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the project, which have been taken on by the parties under the contract, tender document and under this agreement.
14. There are no other terms and conditions in contradiction to the tender and above-mentioned terms and conditions.

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

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

Form 6: Details of Blacklisting/Bankruptcy with any of the Centre/ State Government / Public Sector Units/ Autonomous Bodies

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from both lead bidder and consortium member through their authorized representatives>>

Date:

To,

The Dy. Chief General Manager-(IT),
Delhi Transport Corporation,
I.P. Estate,
New Delhi-110002

Sub: Declaration for not being Blacklisted/Bankrupt for any of the centre/ State Government /or Public Sector Units/ Autonomous Bodies.

Sir,

In response to the Tender No: _____, I/ We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared blacklisted/bankrupt for any reason either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm _____ is not blacklisted or bankrupt or has any proceeding for bankruptcy, insolvency and not declared ineligible for any reasons by any State/ Central Government/ PSU/ Autonomous Body 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, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

Form 7: Letter of participation from each member of the consortium

(On each consortium member's Letter Head)

To,

The Dy. Chief General Manager-(IT),
Delhi Transport Corporation,
I.P. Estate,
New Delhi-110002

(Applicant to provide date and reference)

APPLICATION FOR QUALIFICATION

TENDER NUMBER:

Sub:

Sir,

We wish to confirm that our company/ firm (delete as appropriate) has formed / intends (delete as appropriate) to form a consortium with (member to insert names of all other members of the group) for purposes associated with Selection of Service Provider for Development, Customization, Implementation, Operation & Maintenance of BMS Software and Mobile App for Electric and CNG or Other Fuelled Buses of DTC & DoT.

(Members who are not the lead member of the group should add the following paragraph)

The group is led by (member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of applying for assessment.

(Member being the lead member of the group should add the following paragraph)

In this group we act as leader and, for the purposes of applying for assessment, represent the group.

In the event of our group being invited to Tender no: _____, we agree to be liable to DTC, its successors as per terms of this tender and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between DTC and our group.

Yours faithfully,

(Signature) (Name of Signatory) (Capacity of Signatory)

Form-8: Proposed Approach and Methodology for Development, Customization, Implementation, maintenance and support for BMS in DTC buses

<<On Sole Bidder/ Lead Bidder letter head>>

1. The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of solutions and infrastructure relating to establishment of the proposed solution.
2. The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
3. Project Methodology should contain but not limited to following
 - Overall implementation methodology (Objective of phases, deliverables at each phase, etc.)
 - Methodology for performing design
 - Methodology for quality control and testing of configured system
 - Methodology of internal acceptance and review mechanism for deliverables by the bidder.
 - Proposed Acceptance criteria for deliverables
 - Proposed tools and processes which will be followed by the bidder during project implementation
 - Change Management and Training Plan
 - Spare-part delivery management Plan for hardware components related to the solution
 - Risk and Quality management plan
4. Additional information directly relevant to the scope of services provided in the section 4 and 5 of the tender may be submitted to accompany the proposal.
5. The following is the Module-wise Demonstration & Software Readiness Matrix. The Bidder shall demonstrate its existing Bus Management System (BMS) software before the Technical Evaluation Committee (TEC) to establish that the offered solution is an existing, operational, mature and production-ready software meeting the requirements of this RFP. The Bidder shall demonstrate all the functional modules listed below and clearly identify any functionality requiring customization or fresh development. The TEC may seek additional demonstrations, supporting documents, customer references or proof of successful deployment to verify the functionality and maturity of the offered solution. The TEC shall record its observations in the Software Readiness Matrix and certify the technical compliance of the offered solution. DTC reserves the right to declare a bid technically non-responsive if any essential module is not available or the Bidder fails to satisfactorily demonstrate the required functionality.

S. No.	Functional Module	Functionalities to be Demonstrated
1	Master Data Management	Depot Master, Bus Stop Master, Route Master, Duty Master, Bus Master, Driver Master, Conductor Master, Bulk Upload through Excel/API

S. No.	Functional Module	Functionalities to be Demonstrated
2	Fleet Operations & Resource Management	Vehicle Outshedding, Vehicle Inshedding, Duty Allocation, Driver/Conductor/ETM Mapping, Duty Modification, Vehicle Replacement, KM Approval Workflow, Way Bill Entry
3	Live Fleet Monitoring & Operations Control Centre (OCC)	Real-Time GPS Tracking, Live Trail, Historical Replay, Depot Monitoring, Route Monitoring, Vehicle Monitoring, Live CCTV, Video Playback, Charging Status
4	Incident & Alert Management System (IRMS)	Accident Reporting, Breakdown Reporting, Route Deviation, Overspeed, Panic Alert, GPS Failure, ITS Tamper Alert, Bunching Alert, Mobile App Incident Reporting
5	Contract Management & SLA/KPI Engine	Contract Creation, Multiple Concessionaire Management, SLA Configuration, KPI Configuration, Performance Monitoring
6	Automated Violation, Penalty & Billing Management	Automatic Violation Detection, Infraction Creation, Penalty Calculation, Show Cause Notice, Trip-wise KM Verification, Bill Generation, SLA Deductions, Payment Note Generation
7	Dashboards, MIS & Business Analytics	Admin Dashboard, Regional Dashboard, Depot Dashboard, Operational Reports, KPI Reports, Early Inshedding, Late Departure, Punctuality, Idle Reports, Export Facility
8	System Integration & Data Exchange	AFCS/ETM Integration, CCTV Integration, CAN Data Integration (SOC, Odometer etc.), Charging System Integration, API Integration
9	GIS, Geofencing & Mobile Applications	Route & Stop Geofencing, Depot & Terminal Geofencing, Mobile Apps for Driver/Depot/OCC, Push Notifications, OTP Login
10	System Administration, Security & Scalability	Role Based Access Control, User Management, Audit Logs, Security Features, Backup & Recovery, Configuration Management, Multi-depot Scalability, Performance

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

Form 9: List of Key Personnel

<<on Sole Bidder/ Lead Bidder letter head>>

S. No	Name of Key Personnel	Area of Expertise	Position/Task assigned for this job
1.			
2.			
3.			
4.			
5.			
6.			

Note:

- Names of only the Key Personnel (as defined in evaluation criteria) should be mentioned in the table above.
- One Key Personnel cannot be assigned more than one role and more than one person cannot be proposed for a key role.

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

Form 10: Declaration of Non-conflict of Interest

<< On Sole bidder/ Lead Bidder/ Consortium member letter head>>

TO WHOMSOEVER IT MAY CONCERN

We certify that neither we nor any member of our company or consortium has not taken any assistance / support from DTC employees/ firm / consultants who have been part of the bid publication process.

Further we hereby certify that there is no potential conflict of interest and failure to disclose such situations may lead to disqualifying the bidder or terminating contract, in case of award.

We remain,

Yours Sincerely

Signature of Authorized Signatory of RFP Respondent

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

Email:

Form 11: Statement of Legal Capacity

(To be forwarded on the letterhead of the Sole Bidder/ Lead Member of Consortium)

To,

Dy. Chief General Manager-(IT)

Delhi Transport Corporation

I.P. Estate,

New Delhi-110002

Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the bid document.

We have agreed that _____ (insert member's name) will act as the Lead Member of our consortium.

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the bidder/consortium on its behalf and has been duly authorized to submit the bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of _____

**Please strike out whichever is not applicable.*

Form 12: Power of Attorney for Single/Sole Bidder

<<On non-judicial stamp paper of appropriate value to be purchased in the name of executant's companies or as required by the jurisdiction in which executed>>

Form 12: Power of Attorney for signing of bid

Know all men by these presents, we _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed by the ***** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meetings and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE _____ HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2026.

For _____

(Signature, name, designation and address)

Witnesses:

1.

(Notarized)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by bidder/members of the Consortium from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Form 13: Power of Attorney Format for Lead Member of Consortium

<<On non-judicial stamp paper of appropriate value to be purchased in the name of executant's companies or as required by the jurisdiction in which executed>>

Whereas DTC ("the Employer") has invited applications from interested parties for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric, CNG and other Fuelled Buses of DTC & DoT (the "Project").

Whereas, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Instruction to Bidders (ITB) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____ and _____ having our registered office at _____, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Employer in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/or upon award thereof for all obligations and liabilities relating to the Project and in accordance with the terms of the Contract Agreement.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2026

For

(Signature)

.....
(Name & Title)

For

(Signature)

.....
(Name & Title)

For

(Signature)

.....
(Name & Title)

Accepted:

Witnesses:

1.

2.

.....
(Executants)

(To be executed by all the Members of the Consortium)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay 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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Form 14: Commercial bid submission letter

<<On Sole Bidder / Lead Bidder Letterhead>>

Date:

To,

The Dy. Chief General Manager-(IT),
Delhi Transport Corporation
I.P. Estate,
New Delhi-110002

Sub: Response to Request for Proposal (RFP) for “RFP for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric, CNG and other Fuelled Buses of DTC & DoT”.

Tender Reference:

Sir,

We, the undersigned Bidders, having read and examined in detail all sections of the RFP document in respect of “***RFP for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of BMS Software and Mobile App for Electric and CNG or Other Fuelled Buses of DTC & DoT***”, do hereby propose to provide the solutions and services as specified in the Tender document.

1. Price and Validity

All the prices mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of submission of the Proposal.

2. Taxes

We hereby confirm that our proposal prices include all taxes including GST, existing as on the date of submission. We hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same. However, any variation in tax apart from GST will be reimbursed by the DTC based on actual prevailing rates as on the date of invoice.

3. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

4. Proposal Price

We declare that our proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. The price quoted will remain firm during the contract period.

5. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the DTC of our knowledge and belief.
6. We understand that our Proposal is binding on us during the validity period or the extensions thereof and that you are not bound to accept a Proposal you receive.
7. We confirm that no deviations are attached here with this commercial offer.

Thanking You,
Yours faithfully,

(Signature of the Bidder / Authorized signatory)

Name

Designation

Seal

Date:

Place:

Business Address:

Form 15: Commercial bid Format Split Sheet for GeM Portal

The tentative induction & expiry of Agreement plan of buses and Bus months details are as under:-

Tentative Bus induction/expiry of Concessionaire Agreement and operation plan for BMS with total bus months											
S. No.	Year-Month	Existing no. of buses/ Tentative induction/ expiry	2800 e-buses under PME Drive1*	3330 e-buses under PME Drive2*	Cumulative No. of Buses	S.No.	Year-Month	Existing no. of buses/ Tentative induction/ expiry	2800 e-buses under PME Drive1*	3330 e-buses under PME Drive2*	Cumulative No. of Buses
1	26-Nov	7680	0	0	7680	31	29-May	0	0	250	13061
2	26-Dec	0	0	0	7680	32	29-Jun	0	0	250	13311
3	27-Jan	0	0	0	7680	33	29-Jul	0	0	250	13561
4	27-Feb	0	0	0	7680	34	29-Aug	0	0	249	13810
5	27-Mar	0	0	0	7680	35	29-Sep	0	0	0	13810
6	27-Apr	0	105	0	7785	36	29-Oct	0	0	0	13810
7	27-May	0	105	0	7890	37	29-Nov	0	0	0	13810
8	27-Jun	0	105	0	7995	38	29-Dec	0	0	0	13810
9	27-Jul	0	105	0	8100	39	30-Jan	0	0	0	13810
10	27-Aug	0	175	0	8275	40	30-Feb	0	0	0	13810
11	27-Sep	0	175	0	8450	41	30-Mar	-120	0	0	13690
12	27-Oct	0	175	0	8625	42	30-Apr	0	0	0	13690
13	27-Nov	0	175	0	8800	43	30-May	-530	0	0	13160
14	27-Dec	0	210	0	9010	44	30-Jun	-350	0	0	12810
15	28-Jan	0	210	0	9220	45	30-Jul	0	0	0	12810
16	28-Feb	0	210	0	9430	46	30-Aug	0	0	0	12810
17	28-Mar	0	210	0	9640	47	30-Sep	0	0	0	12810
18	28-Apr	0	280	100	10020	48	30-Oct	0	0	0	12810
19	28-May	0	280	100	10400	49	30-Nov	0	0	0	12810
20	28-Jun	0	280	100	10780	50	30-Dec	0	0	0	12810
21	28-Jul	0	0	100	10880	51	31-Jan	0	0	0	12810
22	28-Aug	0	0	100	10980	52	31-Feb	0	0	0	12810
23	28-Sep	0	0	208	11188	53	31-Mar	0	0	0	12810
24	28-Oct	0	0	208	11396	54	31-Apr	0	0	0	12810
25	28-Nov	0	0	208	11604	55	31-May	0	0	0	12810
26	28-Dec	0	0	208	11812	56	31-Jun	0	0	0	12810
27	29-Jan	0	0	250	12062	57	31-Jul	0	0	0	12810
28	29-Feb	0	0	250	12312	58	31-Aug	-210	0	0	12600
29	29-Mar	0	0	250	12562	59	31-Sep	0	0	0	12600
30	29-Apr	0	0	249	12811	60	31-Oct	0	0	0	12600
		7680	2800	2331				-1210	0	999	
										Total buses	12600
										Tentative total Bus months	684,710

* This is tentative plan of induction/agreement expiry of buses as LoA is yet to be issued and may change accordingly.

In response to GeM Bid No....., I/We hereby submitting the Price Breakup in terms of percentage (%) only for future references of the quoted in Commercial Bid on GeM Portal only:

Percentage Breakup of OPEX :

Description	Percentage (%) to be mentioned
1. BMS Software including Mobile Applications Usage Rights / License	
2. Hosting Cloud Infrastructure (DC/DR, Storage, Backup etc.)	
3. Manpower deployment and utilisation by the vendor for the following:-	

RFP for Selection of Service Provider for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric, CNG and other Fuelled Buses of DTC & DoT

a. Development, Customization / Configuration, Testing, Implementation b. Application Support & Helpdesk c. Maintenance, Bug Fixing & Upgrades d. Dashboard, MIS, Analytics & Reporting e. Operational Support, Training & Project Management System Integration manpower cost (GPS, ITS, AFCS, NCMC, APIs etc.)	
4. Manpower deployment in DTC and utilisation by DTC as per RFP with following details:- a. Project Manager – 1 b. MIS Expert -1 c. Systems Analysts – 4 d. Data Scientists - 2	
5. Security Compliance, Audit & Cyber Security, SMS/OTP charges	
Total	100%

Following table is for the reference of the bidder for filling up the per bus per month rates (Including GST) in the Commercial Bid format available on the GeM portal only:-

<u>Tentative Price Breakup for Development, Customisation, Implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric, CNG and other Fuelled Buses of DTC & DoT</u>					
S.No.	Description of services	Tentative Bus Months (A)	Per Bus per Month cost (Excl GST) for implementation of BMS	Per Bus per Month cost (Incl GST) for implementation of BMS (B)	Tentative Total Cost (Incl GST) (C)=A * B
1	Development, Customisation, Implementation, Integration, Testing, Commissioning, Operation & Maintenance, Hosting, Support and Roll-out of BMS Software and Mobile Applications, including all services, manpower, cloud infrastructure, security, integrations and other requirements as specified in the RFP, for the entire Contract Period.	684710		"X" Per Bus per Month cost for implementation of BMS (To be filled by bidder)	#VALUE!
Grand Total*					#VALUE!

***Note:**

1. The monthly payment shall be based on the actual number of eligible buses operational on the BMS during the billing month, subject to the approved fleet under the applicable Concessionaire Agreement and certification by DTC in the respective month as per rate (x) above in the Price Breakup sheet / RA rate.

2. X shall be the price quoted by the bidder on per bus per month basis in the Price Breakup sheet / RA rate (calculated as Gross Rate), whichever is lowest.

3. X price shall be inclusive of GST

4. There should not be any mismatch in the Grand Total calculated in the Price Breakup sheet and gross price quoted in the system. The price quoted in the System in bid/ RA shall prevail for calculation of L-1 bidder.

Notes:

- To be filled only on GeM portal
- Bidder should provide all prices, quantities as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.

- iii. It is mandatory to provide breakup of all components including GST wherever applicable and or payable.
- iv. DTC reserves the right to ask the Agency to submit proof of payment against indicated GST.
- v. Values in financial quote are to be provided in figures and in words with no cutting, overwriting.
- vi. Above breakup of rates are being obtained for the purpose of references only and may be utilised later, in case of any need, however, for L1 selection the final rate per bus per month shall be considered.
- vii. Above breakup of rates is only for determining the total bid value for shortlisting the successful bidder for work award. However, actual monthly payments shall be regulated based on the actual number of eligible buses operational on the Bus Management System (BMS) during the respective billing month, subject to the maximum number of buses covered under the applicable Concessionaire Agreement and allocated to the respective depots, as certified by DTC Bidder to hereby confirm that the bid price includes all statutory taxes/ GST (as applicable on the services).
- viii. The quoted rates for all heads shall remain unchanged for entire term of the Contract Agreement. In case there is increase or decrease in any item(s) to be installed, then the payment to the Service Provider shall be made as per actuals, as the case may be, in reference to the quoted price in the financial bid and/or as assessed by the DTC in case item is not mentioned in the financial bid.

Authorised signatory on behalf of the bidder:

Full name:

Address:

Seal of the Firm:

Form 16: Pre-Bid Query Format

(To be provided in MS-Excel format)

To,

The Deputy Chief General Manager (IT),

IT Department, DTC HQs,

IP Estate, New Delhi -110002.

Sub: RFP for “Selection of Service Provider for development, customisation, implementation, Operation & Maintenance of Bus Management System (BMS) Software and Mobile Apps Services for Contract Management and Monitoring of Operation of Electric & CNG OR OTHER FUELED Buses of DTC & DoT”

Ref: RFP No. _____

Clarification Requested by:

Name	
Designation	
Company	
Address	
Contact Number	
e-mail ID	
Date	

Clarifications Requested:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

Signature of Authorized
Signatory Name:

Designation:

Seal:

Date:

Form 17: Performance Bank Guarantee format

To

The Dy. Chief General Manager-(IT),
Delhi Transport Corporation, Government of NCT of Delhi
I.P. Estate,
New Delhi-110002

Whereas, <<name of the SP and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for “Bus Management System (BMS)” to DTC (hereinafter called “the beneficiary”).

And whereas it has been stipulated by in the said contract that the SP shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the SP such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the SP, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the SP to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>
- 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 <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

"This Bank Guarantee issued by _____ Bank, on behalf of SP in favour of DTC is in respect of a new Contract dated_____.

Strike of whichever is not applicable

As communicated by Service Provider on the date of execution of this Bank Guarantee an amount of INR < Insert Value > (Indian Rupees <Insert Value in Words> only) is outstanding and payable by Service Provider, in respect of pervious contracts between Service Provider and _____

Or

As communicated by Service Provider on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts of Service Provider.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at
(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Section-10 INTEGRITY PACT

Between **Delhi Transport Corporation (DTC)** hereinafter referred to as “The Principal”

And (_____)
hereinafter referred to as "The Bidder/Contractor"

Preamble

PRINCIPAL intends to award, under laid-down organisational procedures, contract(s) for _____ package. The PRINCIPAL values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, The PRINCIPAL will appoint an Independent External Monitor {IEM}, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section I - Commitments of PRINCIPAL

(1) PRINCIPAL commits itself to take all measures necessary to prevent corruption and to observe the following principles :

a) No employee of PRINCIPAL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) PRINCIPAL will, during the tender process treat all Bidder(s) with equity and fairness. PRINCIPAL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) PRINCIPAL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) If Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to PRINCIPAL, or to any of PRINCIPAL'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 an advantage during the tender process or the execution of the contract.

b) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in

particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder/Contractor 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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidders/ Contractors from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings"

Section IV – Compensation for Damages

(1) If the Principal has disqualified the Bidder[s] from the tender process prior to the award according to Section III, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to section III, or if the Principal is entitled to terminate the contract according to Section III, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section VI - Equal treatment to all Bidders / Contractors

(1) The Bidders/Contractors undertake(s) to demand from all subcontractors a commitment in Conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

Section VII – Criminal Charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If PRINCIPAL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if PRINCIPAL has substantive suspicion in this regard, PRINCIPAL will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

(1) That PRINCIPAL (DTC) has appointed Sh. Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida-201315 (UP), Ph.No.9891318773, E-mail: upendra.malik@gmail.com, and Sh. Jitendra Sharma, House No.85, Sector-5A, Ecocity 1, PO Mullanpur Garibdaas, New Chandigarh, Dist. SAS Nagar, Punjab-140901, M.No.9650273274, Email: sharmaj7@gmail.com as Independent External Monitors for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The monitor will have access to all contract documents whenever required. It will be obligatory for him to treat the information and document of the Bidders/Contractors confidential. He reports to Managing Director DTC

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will 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.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality. The Monitor has also signed Declaration on Non-Disclosure of Confidential information and of 'Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director, DTC and recuse himself/herself front that case.

(5) The Principal will provide to the Monitor sufficient information. about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal 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.

(7) The Monitor will submit a written report to the Managing Director of DTC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Managing Director DTC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director 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.

(9) The word Monitor will include both singular and plural

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. it expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Managing Director of DTC.

Section X - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium. this agreement must be signed by all partners or consortium members.

(4) 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 will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the integrity pact and its Annexures, the Clause in the integrity Pact will prevail.

(For & On behalf of PRINCIPAL)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness 1 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

-----XXXXXXXX-----