



OFFICE OF THE MANAGING DIRECTOR  
ASSAM STATE TRANSPORT CORPORATION  
PALTANBAZAR, PARIBAHAN BHAWAN, GUWAHATI-781038

**Expression of Interest (EOI)**  
**For**  
**Inviting Smart Card Manufacturers, Service Providers & System Integrators**  
**for Issuance of Personalized Smart Cards**

**Assam State Transport Corporation**  
*Progress through Partnership for better Services*



सत्यमेव जयते

GOVERNMENT OF ASSAM

## Table of Contents

Table of Contents.....	1
DISCLAIMER.....	2
ABBREVIATIONS.....	5
SCHEDULE OF EOI PROCESS .....	5
1. PROJECT INFORMATION.....	6
1.1 Objective .....	6
1.2 Number of cards .....	6
1.3 Card Specifications .....	6
2. INSTRUCTIONS TO APPLICANTS.....	7
2.1 General Instructions .....	7
2.2 Scope of work.....	9
2.3 Eligible Applicants.....	9
2.4 Shortlisting Criteria .....	11
2.5 Other Key criteria.....	14
3. AWARD OF WORK .....	15
4. PREPARATION AND SUBMISSION OF EOI .....	15
4.1 Correspondence/ Enquiries .....	15
4.2 Sealing and Marking of EOI.....	15
4.3 EOI Due Date .....	16
4.4 Checklist for Submission of EOI.....	16
5. ANNEXURES.....	17

## **DISCLAIMER**

1. Though adequate care has been taken in the preparation of this Expression of Interest Document (EOI document), the Bidder should satisfy themselves that the Document is complete in all respects.
2. Neither ASTC nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source before submission of this EOI document.
3. Neither ASTC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. ASTC reserves the right, without any obligation or liability, to accept or reject any or all of the EoIs, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever.
5. ASTC reserves the right to modify or amend or add to any or all of the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations.
6. Neither ASTC nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays.
7. The information contained in this Expression of Interest (the "EOI") or subsequently provided to Bidder(s), whether verbally or in documentary or any

other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

8. This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their proposals. This EOI does not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
9. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
10. The Authority, its employees and advisors make no representation or warranty 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained

therein or deemed to form part of this EOI or arising in any way for participation in the Bidding Process.

11. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI.
12. The issue of this EOI does not imply that the Authority is bound to select or to appoint the Selected Bidder as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
13. The applicable laws for the purpose are the laws of India. Courts of Guwahati will have jurisdiction concerning or arising out of this EOI document.

## **ABBREVIATIONS**

- EOI: Expression of Interest
- GoA: Government of Assam
- GoI: Government of India
- ASTC: Assam State Transport Corporation
- LM: Lead Member
- RFP: Request for Proposal
- Allottee: Final Contract winner
- Vendor: Card Service Provider
- SCOSTA: Smart Card Operating System for Transport Application
- MoRTH : Ministry of Road Transport Highways

## **SCHEDULE OF EOI PROCESS**

The indicative timetable of the EOI is as follows:

<b>Activity</b>	<b>Scheduled Date</b>
Date of issue of EOI	06 May, 2019
Last date for downloading EOI	29 May, 2019
Last date for receiving the queries / requests for clarification	13 May, 2019
ASTC's response to the queries	21 May, 2019
Submission of EOI document	Till 5 PM on 30 May, 2019
Pre-Bid meeting	11:30 AM on 16 May, 2019 at the Meeting Hall, ASTC, Parivahan Bhawan.

## **1. PROJECT INFORMATION**

### **1.1 Objective**

Assam State Transport Corporation offers Reliable, Safe, dependable and Comfortable passenger service. Bus Services of ASTC covers rural and hilly roads, highways as well as city roads across the state. Besides, it provides Interstate Transport Services to the neighboring states as well. ASTC operates a fleet of more than 600 buses including Hi-Tech Luxury (AC/Non AC) buses for long distances and Hi-Tech semi and mini deluxe bus services for city and rural areas. There are also many private buses operating under ASTC.

ASTC wishes to now also provide various other services through smart card based services. This may also include inter-operability features for various modes of transport such as Ferry, Bus, Metro etc.

ASTC intends to develop an efficient and effective transport management and administration system in the state and for this purpose intends to issue Smart Cards to this effect. At present it is completely absent in the system.

The following services are proposed to be provided by the Service Provider to the users:

1. Personalization of Smart Cards.
2. Use web technology platforms in delivery of aforesaid services.
3. Storage and handling of physical and electronic (soft copies) of the documents.

### **1.2 Number of cards**

The number of smart cards envisaged are around 50, 000 per month.

### **1.3 Card Specifications**

ASTC wishes to deploy the latest technology available for creating such cards. It envisages to achieve this through the creation of negative watermark by stylus engraving. The said technology should be supported by international patents.

The following are the required card specifications:

- a. Microprocessor based Integrated Circuits card with contacts and with a minimum of 64 KB EEPROM Compliant with ISO/IEC 7816-1, 2 & 3
- b. Supply voltage 3 V-nominal
- c. Compliant to SCOSTA v1.2b dated March 15, 2002 and amended from time to time, as may be prevailing from time to time approved by NIC. The certificate for same must be attached along with compliance certificate or assurance to get the new SCOST A certificate as per Notice. number31 / SCOSTA / SKS / 07, DATED 08.05.2007

- d. Protocol T=0 or T=1
- e. Data retention for minimum 10 years
- f. Minimum 3, 00,000 EEPROM write cycles.
- g. Operating ambient temperature range-25 to + 55 Degree Celsius
- h. Smart Cards must have data objects for card sequence number Tag 5F34 and cards primary account
- i. Multilayer PVC card with specially coated engraving window, capable of providing negative watermark by stylus engraving of the logo of the institution.
- j. The negative logo/Photo should turn positive when held against any source of light.

Therefore, Assam State Transport Corporation (ASTC) seeks sealed Expression of Interest from Smart Card Manufacturers, Service Providers and System Integrators (hereafter called Applicants) involved in printing, supply and management of smart card services as per the above mentioned specifications.

## **2. INSTRUCTIONS TO APPLICANTS**

### **2.1 General Instructions**

- i. Applicants shall be required to submit all relevant technical details, capabilities of the firm, product catalogues, and specifications of the proposed machine / job, technical write up and presentation (if necessary) on the proposed equipment/ system and experience on manufacturing and supply of smart cards.
- ii. Applicants shall have experience of procurement and maintenance of necessary hardware (such as but not limited to networks, servers, printers, networking devices, RDBMs, PCs, UPSs, peripherals) required for the issuance of Smart Cards at a state-wide level in the last 5 years.
- iii. Applicants shall have experience of Maintenance & implementation of Key Management Software (KMS) developed by NIC for issue of smartcards transport and other administrative works such as issuing licenses, vehicle registration etc. at a state-wide level.
- iv. Applicants should have the experience of generating MIS reports for analysis purpose and decision support.
- v. Applicants need to provide evidence of valid SCOSTA certification. In case, the applicant does not have a SCOSTA certificate in its own name, it must have an exclusive tie-up with a smart card manufacturer having valid SCOSTA certification.
- vi. Applicants are required to furnish relevant documentation on the following:



- a. List of government clients to whom smart cards have been supplied in the last 5 years, with details and performance report from their clients
  - b. Experience in deployment of relevant personnel state-wide to perform essential tasks related to installation, configuration, integration, software development, database maintenance and support services related to smart card services, across the State.
  - c. Own offices in India and support providers in Guwahati and major districts in Assam.
- vii. The Applicant should have a valid ISO 9001:2008, ISO 27001 certification, which should be valid as on the last date of the EoI submission.
- viii. Applicants should have the ability to undertake change management as per the request of ASTC, as required from time to time.
- ix. Applicants should give a declaration that they have not been blacklisted or debarred for dealing by Government of India or any Government in the past.
- x. Applicants are required to read carefully contents of this document and to provide required information, as per the checklist so that capabilities of the Applicants can be fully appreciated and assessed.
- xi. The Authority shall receive Applications pursuant to this EOI in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in the Schedule of EOI Process for submission of Applications (the "Application Due Date").
- xii. All EOI submissions would be evaluated in terms of financial and technical capability of the Applicants, Individual or Consortium, as the case may be.
- xiii. Pre-qualified Bidders/Consortium will be informed by ASTC through registered post/fax/e-mail.
- xiv. The EOI and all related correspondence and documents should be written in English language only.
- xv. In case the applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in an enclosed sheet.
- xvi. Subsequent process of RFQ and RFP need not remain confined only to the persons who respond to this EOI.

- xvii. The applicants participating in this EOI may be called, if required for detailed presentations and discussions by ASTC, the date, time and venue of which shall be intimated individually to each firm.
- xviii. All costs incurred by the respondent in the preparation and presentation of the proposal shall be absorbed entirely by the respondent. All supporting document submitted by the respondent in response to this EOI shall become the property of ASTC.
- xix. This EOI does not constitute an offer by ASTC. No commercial quotes shall be submitted along with the EoI. If found any the proposal shall be rejected.

## **2.2 Scope of work**

Below is the brief scope of work but not limited to, that the Bidder is required to perform and deliver under the project.

- i. System assessment, requirements gathering and analysis, functional specification creation, software development & implementation, upgradations and customizations including integration with VAHAN, maintenance & operations, issuance of document & printing of documents application.
- ii. Management Information system (MIS) including reports generation.
- iii. Operationalization of Single Window system.
- iv. Supply & issuance of pre-printed Smart cards.
- v. Setup a centralized location for personalization of cards
- vi. Deployment of necessary manpower at all locations
- vii. Packaging and dispatching of smart cards
- viii. Deployment, training and management of necessary manpower at all service delivery locations.

## **2.3 Eligible Applicants**

- i. The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium.

- ii. Bidder or Lead Partner of Consortium should have registered office in India.
- iii. The bidder eligible for participating in the qualification process shall be a business entity incorporated in India under the Companies Act, 1956/2013
- iv. The bidder should be registered with the Service Tax department and carry a Valid PAN from the Income Tax department.
- v. Any entity which has been barred by Government of Assam or any other State Government in India or Government of India (GoI) or any of their agencies and the bar subsists as on the Proposal Due Date would not be eligible to submit a Proposal.
- vi. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest that affects the Bidding Process, if a constituent of such Applicant is also a constituent of another Applicant;
- vii. Each Bidder shall submit only one (1) Proposal, in response to this EOI. Any Bidder, who submits or participates in more than one Proposal, shall be disqualified.
- viii. In case the Applicant is a Consortium, it should comply with the following additional requirements:
  - Number of members in a consortium should be limited to 2 members
  - The Application should contain the information required for each member of the Consortium
  - Members of the Consortium shall nominate one member as the lead member (the “Lead Member”).
  - Members of the Consortium shall enter into formal understanding vide a Memorandum of Association (MoA) for the purpose of making the Application for the project.
- v. Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- vi. Where the Applicant is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
  - The Lead Member continues to be the Lead Member of the Consortium
  - The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the prequalification and short-listing criteria for Applicants

- The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project
- vii. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- viii. The modified/ reconstituted Consortium shall be required to submit a revised Memorandum of Association before the Bid Due Date.

## 2.4 Shortlisting Criteria

The Applicant's Technical and financial competence and capability will be established by the following parameters:

SL. No.	Particulars	Documents Required
1	<p>i. The bidder should be a company or a combination of not more than two companies both the lead partner and consortium partner (in case of consortium) must be registered under the Indian Companies Act, 1956/2013.</p> <p>ii. In case of a consortium consisting of not more than two companies coming together to implement the project, shall submit a joint bidding agreement entered into by both the partners of the consortium with a formal intent to enter into an agreement or under an existing agreement to form a consortium both the companies shall be registered under Indian Companies Act, 1956/2013 as the case may be.</p> <p>iii. No bidder applying individually or as a member of a consortium as the case may be, can be a member of another bidder.</p>	<p>i. Certified Copy of Certificates of Incorporation of the company and Companies Articles of Association, Memorandum of Association issued by registrar of companies.</p> <p>ii. In case of a consortium the above documents for both the companies are to be submitted.</p> <p>iii. In case of consortium, Information in Annexures - 6 and 7 to be enclosed with bid.</p>
2	<p>i. The bidder/lead bidder or consortium partner must have minimum annual turnover of Rs. 30 Crore (thirty crore) in any two of the immediately preceding three financial years in the IT related activities or IT services or in the field of providing Smart Card enabled services as per the audited accounts for the financial years 2015-16, 2016-17 and 2017-18. The turnover in activities other than the above will not be</p>	<p>i. Audited balance sheet and profit and loss account along with all its schedules for the years and a Certificate from its statutory auditor wherever the same is required as mentioned in corresponding column number 2.</p>

SL. No.	Particulars	Documents Required
	<p>taken for consideration for accounting for this turnover criterion.</p> <p>ii. In case the breakup of turnover is not separately reflected in the audited financial statements submitted with the bid document the bidder/lead bidder/consortium partner shall submit a certificate from statutory auditor/CA of bidder/ lead bidder/consortium partner specifying the turnover in IT related activities or IT services or in the field of providing Smart Card enabled services.</p>	<p>ii. The information regarding financial capacity of the bidder is also to be provided in the format in Annexure-3 of the EOI.</p>
3	<p>The bidder/lead bidder or consortium Partner must be registered under the GST Act in the range of bidder's operations and carry a valid PAN Number from the income Tax Department.</p>	<p>Copy of PAN and GST Registration to be enclosed.</p>
4	<p>The bidder/lead bidder or consortium partner must have a positive net worth in last financial year i.e. 2017-18.</p>	<p>Certificate from CA/Statutory Auditor for net worth to be submitted.</p>
5	<p>The bidder/lead bidder or consortium partner must have issued at least 50 lacs SCOSTA cards or must have processed at least 75 lacs Smart Cards for IT based Citizen Services Delivery/ Facilitation applications for any state/central government/PSU in India in last 3 financial years as on bid submission date. The cards issued/processed shall be the total number of cards issued during the financial year 2015-16, 2016-17 and 2017-18.</p>	<p>The certificates of experience should be from the Client Department and should be signed by an officer not inferior to the rank of Joint Commissioner or equivalent.</p>
6	<p>The bidder/lead bidder or consortium partner should have experience in the field of IT as a System Integrator/ Operation with at least one project of worth 15 crore or 3 projects of worth 5 crore each within the last 3 years as on the bid submission date. The experience of State/Central Government/PSU in India shall only be considered.</p>	<p>A satisfactorily working / completion certificate issued by client or along with the certificate issued by the client towards work in progress for more than one years. The name and contact information (address, telephone number, fax, email id website) of the client contact person must also be provided.</p>
7	<p>The bidder/ lead bidder or consortium partner must have a minimum 100 employees on its payrolls as on bid submission date. Out</p>	<p>A self-certificate to this effect duly signed by the Company Secretary or Director of company</p>

SL. No.	Particulars	Documents Required
	of 100 employees, 30 should be technically qualified professionals.	certifying strength of employees as per corresponding.
8	The bidder/lead bidder or consortium partner must have ISO 9001:2008 certification.	The Certificates should be in existence and duly renewed as on date of bidding.
9	<p>i. The bidder/lead bidder or the consortium partner should have a valid SCOSTA certificate in its own name.</p> <p>ii. In case, the Bidder does not have a SCOSTA certificate in its own name, it must have an exclusive tie-up with smart card manufacturer for the supply of smart cards throughout the contract period having valid SCOSTA certificate in its name.</p>	Copy of Valid SCOSTA certificate and/or MoU / tie up arrangement letter between the bidder and the smart card supplier for supplying SCOSTA certified smart cards for the project period must be submitted where the bidder is not the OEM.
10	The OEM of Smart cards should have the capacity of production of minimum 50 Lac card per year.	Certificate issued by the director/company secretary certifying the capacity of production of OEM.
11	Details of bidder/consortium partners including brief description of roles and responsibilities	As per Annexure 2
12	Power of Attorney PoA authorizing signatory for signing of the bid	As per Annexure 5
13	In case of consortium the Power of Attorney PoA nominating the lead partner	As per Annexure 6
14	In case of consortium joint bidding agreement by both the partners of the consortium	As per Annexure 7
15	Statement of legal authority in case of consortium	As per Annexure 8
16	<p><b>Failure of Performance</b></p> <p>A Bidder including any Consortium Member should, in the last 3 three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Consortium Member; and the penalty or bar or termination or expel subsists as on the date of the Bid, will not be eligible to submit the Bid.</p>	Self-declaration

SL. No.	Particulars	Documents Required
17	<p><b>Not being black listed</b> The bidder both lead and other than lead partner shall not be under a declaration of ineligibility/banned/black listed by any State/UT or Central Government in India for corrupt and fraudulent practices in last three years.</p>	Self-Certificate

Note: - For the purpose of evaluation of financial capabilities i.e. turnover and net worth, if the bidder is a Joint Venture or consortium, the financial capabilities of its constituent entities shall be considered in the ratio of their shareholding in the joint venture or consortium as the case may be.

The above conditions are the basic technical/eligibility conditions for the participation in the bid process and bidders found eligible shall only be considered for opening of financial bids.

## 2.5 Other Key criteria

1. In case the bidder is not a manufacturer, the Bidder should have an agreement with the card manufacturer. In case the bidder at any point of time desires to change its cards' manufacturer / supplier, then the bidder may enter into contract with new manufacturer / supplier after taking consent of Transport Commissioner, Government of Assam, provided in that case bidder has to submit the new SCOSTA certificate of new OEM. The bidder has to produce a certificate from the card manufacturer, along with supply of each lot of card, that the Chip and the Card are compliant to SCOSTA and MoRTH Guidelines. The Bidder/lead bidder and consortium partner or OEM, who is manufacturer or supplier of equipment or SCOSTA cards in this project, should not have violated or infringement any Indian or foreign trademark, patent, registered design or other intellectual property rights. A self-Certificate/ affidavit in this regard has to be submitted.
2. A consortium of maximum two companies registered under the Indian Company Act, 1956/2013 is allowed to participate in the bid. Either member of consortium must fulfill the eligibility criteria individually. All the consortium members would be responsible for execution of the complete project and comply with all the terms and conditions of the bid document.
3. Cost & Language of Submission of EOI
  - 3.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
  - 3.2. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring authority/entity, shall be written only in **English** Language.
  - 3.3. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of

the relevant passages in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

4. Alternative/ Multiple Bids shall not be considered at all.

### **3. AWARD OF WORK**

The work shall be awarded based on the minimum rate/price quoted for issuance of each smart card irrespective of its use. Herein after the rate/price quoted shall be referred as "User fees".

## **4. PREPARATION AND SUBMISSION OF EOI**

### **4.1 Correspondence/ Enquiries**

All correspondence / enquiries should be submitted to the following in writing by email /post / courier:

**Managing Director**  
**Assam State Transport Corporation (ASTC)**  
**Paltanbazar, Guwahati-781008**  
**Phone: 0361-2739552**  
**Email id: [astc2009@gmail.com](mailto:astc2009@gmail.com)**

### **4.2 Sealing and Marking of EOI**

The envelope shall indicate the name, address and contact phone number of the Applicant (or the Lead Member in case of a Consortium). The envelope shall clearly bear the following identification:

#### **Expression of Interest**

#### **Inviting Smart Card Manufacturers, Service Providers & System Integrators**

The envelope shall be addressed to:

**Managing Director**  
**Assam State Transport Corporation (ASTC)**  
**Paltanbazar, Guwahati-781008**  
**Phone: 0361-2739552;**



The full name, postal address, fax and telephone number and website address of the Applicant shall be written at the bottom left corner of the sealed envelope. Non-adherence to this may lead to rejection of their EOI.

#### **4.3 EOI Due Date**

EOI should be submitted on or before the EOI due date as set out in the Schedule for Bidding Process, at the address provided in the manner and form as detailed in this EOI Document. EOI submitted by either facsimile transmission or telex or e-mail will not be acceptable. EOI should be submitted only by Registered post/Courier only. No drop box facility is available. Any EOI received by ASTC after the due time and date will be returned unopened to the Bidder.

#### **4.4 Checklist for Submission of EOI**

<b>SL. No.</b>	<b>Enclosures to the EOI</b>
1	Letter of Application
2	General Information of the Bidders
3	Financial Information
4	Audited Financial Statements/ Annual Reports
5	Memorandum of Association (In case of a Consortium)
6	Experience Certificates as desired in this EOI
7	Incorporation and Commencement of Business Certificate attested by the concerned Authority
8	Power of Attorney Authorizing Signatory for Signing of Bid
9	Power of Attorney Nominating the Lead Member of Consortium (In case of a Consortium)
10	Joint Bidding Agreement (In case of a Consortium)
11	Statement of Legal Authority

**5. ANNEXURES**

**ANNEXURE 1**

**FORMAT FOR LETTER OF APPLICATION**

*(ON LETTER HEAD OF APPLICANT)*

To,

Date:

**Managing Director  
Assam State Transport Corporation (ASTC)  
Paltanbazar, Guwahati-781008  
Phone: 0361-2739552;**

**Subject: Expression of Interest Inviting Smart Card Manufacturers, Service Providers & System Integrators for Personalized Smart Cards**

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby express our interest for participating in the above captioned EOI.

We confirm that we have examined the terms and conditions published in the EOI advertisement and accordingly submitting the proposal for the captioned project.

(In case of Consortium add the following paragraph)

This proposal is submitted on behalf of a Consortium comprising ..... (Applicant to site the name of each member).....and of which (Insert the name of lead member of Consortium) has agreed to act as lead member.

We are enclosing our EOI in Original with the details as per the requirements of the document for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the EOI is complete, true and correct in every detail and unconditional.

Yours faithfully,

(Signature of Authorized Signatory)  
(Name, Title and Address of the Bidder)

## **ANNEXURE 2**

### **DETAILS OF THE BIDDER(S)**

1.
  - (a) Name
  - (b) Country of Incorporation
  - (c) Address of the corporate headquarters and its branch office (s), if any, in India
  - (d) Date of incorporation and / or commencement of business
  
2. Brief description of the Firm including details of its main lines of business and proposed roles and responsibilities in this Project
  
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Name of the firm:
  - (d) Address:
  - (e) Telephone No:
  - (f) E-mail Address:
  - (g) Fax No:
  
4. Details of individual (s) who will serve as the point of contact / communication for ASTC within the Company
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone No.
  - (e) E-mail address:
  - (f) Fax No.
  
- 5 **In case of Consortium:**
  - a) The information above (1-4) should be provided by all the Members of the Consortium.

b) Information regarding role of each Member should be provided as per table below

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role of the Member</b>
1		

**ANNEXURE 3**

**FINANCIAL TURNOVER**

I. Annual Turnover of the Bidder (Single Applicant)

Year	2015 – 2016	2016 – 2017	2017 – 2018
Amount (Rs.)			

II. Annual Turnover of Both Members (in case of Consortium)

<b>Member 1</b>			
Year	2015 – 2016	2016 – 2017	2017 – 2018
Amount (Rs.)			
<b>Member 2</b>			
Year	2015 – 2016	2016 – 2017	2017 – 2018
Amount (Rs.)			

Note:

1. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Bidder in case of Consortium) for each of the last 3 audited financial years shall be submitted as supporting evidence.
2. Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 3 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party.

## ANNEXURE 4

### DETAILS OF SIMILAR PROJECTS UNDERTAKEN

SL. No.	Client Name	Location	Project Type	Status of the Project	Value in INR (Cr.)	Start Date	End Date
1							
2							
3							

**Note:**

List of experiences should be supported by documentary evidence i.e. Completion certificates, Commissioning certificates, Work Orders etc.

**ANNEXURE 5**

**POWER OF ATTORNEY AUTHORIZING SIGNATORY FOR SIGNING OF BID**

Know all men by these present, We ..... *name of the firm and address of the registered office* do hereby irrevocably constitute, nominate, appoint and authorize 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 an 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 **EOI for Inviting Smart Card Manufacturers, Service Providers & System Integrators for Personalized Smart Cards** proposed by Assam State Transport Corporation, the "**Procuring entity/Authority**" including but not limited to signing and submission of bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Procuring entity/Authority, representing us in all matters before the Procuring entity/Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Procuring entity/Authority 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 Procuring entity/Authority.

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, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

Signature, name, designation and address

Witnesses

- 1.
- 2.

Notarised

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 executants 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.



**ANNEXURE 6**

**POWER OF ATTORNEY NOMINATING THE LEAD MEMBER OF CONSORTIUM**

Whereas the Managing Director, Assam State Transport Corporation "the Procuring entity/Authority"), has invited Bids from interested parties for the **EOI for Inviting Smart Card Manufacturers, Service Providers & System Integrators for Personalized Smart Cards** 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 Expression of Interest (EOI), 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 all acts deeds and this as may be necessary in connection with the consortium's bid for the Consortium, Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s ..... having our registered office at.....  
M/s..... having our registered office at ....., and  
M/s ..... 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 authorize 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 contract/ 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 qualification/ short-listing of the Consortium and evaluation of its bid for the Project, including but not limited to signing and submission of all 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 Procuring entity/Authority, and/ or any other Government Agency or any person, 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 till the Contract Agreement is entered into with the Procuring entity/Authority.

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 ....., 20.....

For  
.....  
Signature  
.....  
Name & Title

For  
.....  
Signature  
.....  
Name & Title

Witnesses:

- 1.
- 2.
- .....

Executants

To be executed by all the Members of the Consortium Notes:

- *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 executants 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.*

## ANNEXURE 7

### JOINT BIDDING AGREEMENT

*To be executed on Stamp paper of appropriate value* THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 20.....

#### **AMONGST**

1. {..... Limited, a company incorporated under the Indian Companies Act, 1956/2013} and having its registered office at ..... hereinafter referred to as the "**First**" which expression shall, unless repugnant to the context include its successors and permitted assigns

#### **AND**

2. {..... Limited, a company incorporated under the Indian Companies Act, 1956/2013} and having its registered office at ..... hereinafter referred to as the "**Second**" which expression shall, unless repugnant to the context include its successors and permitted assigns

The above mentioned parties of the FIRST and SECOND are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

#### **WHEREAS**

Managing Director, Assam State Transport Corporation hereinafter referred as the "Procuring entity/Authority") has invited **EOIs for Inviting Smart Card Manufacturers, Service Providers & System Integrators for Personalized Smart Cards**

**A** The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the EOI document and other documents in respect of the Project, and

**B** It is a necessary condition under the EOI document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the EOI.

NOW IT IS HEREBY AGREED as follows:

#### **1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI.

#### **2. Consortium**

2.1 **Consortium**" for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

#### **3. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from the other Party for conducting all business for and on behalf of the Consortium.
- b) Party of the Second Part shall be the Technical Member of the Consortium or shall perform following roles & responsibilities;

- i .....
- ii ..... to be filled if required

**4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EOI and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

**5. Shareholding of the Consortium**

The Parties agree that the proportion of shareholding among the Parties in the JV/Consortium shall be as follows:

First Party:

Second Party:

- i commit that the Lead Member shall hold a minimum equity stake of 60% or more in the consortium and the other member shall hold 40% or in any case not less than 15% in the consortium and shall further commit that the percentage of 60 and balance percentage of the other member of consortium combined making total to 100%;
- ii include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the bidder in relation to the Project until all the obligations laid down in the Contract Agreement is achieved.

Representation of the Parties:

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge
  - i require any consent or approval not already obtained;

- ii violate any Applicable Law presently in effect and having applicability to it;
  - iii violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv violate any clearance, permit, contract, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**6. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified/ short-listed for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified

**7. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Procuring entity/Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT ASOF THE DATE FIRST ABOVEWRITTEN.

**SIGNED, SEALED AND DELIVERED**

For  
and on  
behalf of  
Lead Member by  
Signature  
Name  
Designation  
Address  
In the presence of:

**SIGNED, SEALED AND DELIVERED**

For  
and on  
behalf of  
Second Part by  
Signature  
Name  
Designation  
Address

1.

2.

**Notes:**

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

**ANNEXURE 8**

**STATEMENT OF LEGAL AUTHORITY**

*(To be forwarded on the letterhead of the Bidder)*

Ref.

**To,  
Managing Director  
Assam State Transport Corporation (ASTC)  
Paltanbazar, Guwahati-781008  
Phone: 0361-2739552;**

**Date:**

Dear Sir,

1. I/We hereby confirm that I/We our members in the Consortium constitution of which has been described in the bid satisfy the terms and conditions laid out in the EOI document.
2. I/We have agreed that ..... insert member's name will act as the Lead Member of our consortium.\*
3. I/We have agreed that ..... insert individual's name will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the EOI. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Signature, name and designation of the authorized Signatory

**SIGNED, SEALED AND DELIVERED**

For  
and on  
behalf of  
Lead Member by  
Signature  
Name  
Designation  
Address  
In the presence of:  
1.

**SIGNED, SEALED AND DELIVERED**

For  
and on  
behalf of  
Second Part by  
Signature  
Name  
Designation  
Address  
2.