

# Vehicle Tracking & Monitoring System (VTMS) Part 2: General Instructions & Commercial Specifications



Karnataka State Road Transport Corporation  
ಕರ್ನಾಟಕ ರಾಜ್ಯ ರಸ್ತೆ ಸಾರಿಗೆ ನಿಗಮ

Due date:  
19-07-2011 at 17:00  
Hours



2011



The document is part 2 of the set of specifications covering three parts as under:

Part – 1: Functional & Technical Requirements specifications

**Part – 2: General Instructions and Commercial Specifications (This Document)**

Part – 3: Operational requirements and Legal specifications

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**NOTICE INVITING BIDS**

#	Particulars	Details
(a)	Name and address of the procuring entity	Karnataka State Road Transport Corporation, KH Road, Bangalore – 560 025
	Designation and address of the Tender Inviting Authority	Controller of Stores and Purchases, KSRTC, Central Offices, K.H. Road, Bangalore 560027
(b)	Name of the Project	Design, development, implementation and operation of Vehicle Tracking and Monitoring System and Passenger Information System
(c)	Date up to which and place from where the bid documents can be obtained	<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a> Date: 19-07-2011, 17-00 hrs.
(d)	Earnest Money Deposit payable at the time of submitting the Bid response documents	Rs. 1,00,000/- [One Lakhs only]
(e)	a) Due time and date for receipt of the bid b) Last date and time for submission of hard copies of tender documents	a) 22-07-2011 at 11:00 hours b) 22-07-2011 at 11:00 hours
(f)	Time, Date, and Place of opening the Bid document	Pre-qualification bid on 22-07-2011 at 11.30 hours Commercial Bid on 08-08-2011 at 11.00 hours Place: Purchase Branch, KSRTC, Central Office, K.H. Road Bangalore-27
(g)	Tender Document Charges in the form of DD in favour of CAO-FA KSRTC Bangalore 27 (to be submitted along with the original documents)	Rs.5,000

Please note:

- (1) At any time before due date and time of submission of the tender, the tender Inviting authority may make any changes, modifications or amendments to the tender documents and will upload in the website of the e-procurement portal.
- (2) The tender inviting authority may extend the last date and time for receiving the bid responses after giving 15 days notice to all bidders who have purchase the original bid documents.



## 1. General

### 1.1 Notes to the bidder

The Scope of Work and Functional & Technical Specifications of the project covered by this Request for Proposal (RFP) have been detailed in Part 1 of this RFP.

The Bidder must fully understand the scope of work and functional specifications as outlined in Part I of this RFP. This part provides the instructions together with terms and conditions of the bid process for the purpose of this RFP. The contents of the document broadly cover the following areas:

- General Instructions for Bid Process
- Submission of tender documents (Pre-qualification, Technical, and commercial responses of the bidder) through e-Procurement system and submission requirements.
- Proposal Evaluation Process
- Evaluation parameters
- Payment Schedule
- RFP response formats

The Request for Proposal (RFP) document for the VTMS & PIS Project consists of three parts viz.

Part – 1: Functional & Technical requirements specifications

**Part – 2: General Instructions and Commercial Specifications (This Document)**

Part – 3: Operational requirements & Legal specifications

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Security.

It is required by the prospective Bidder to acknowledge receipt of this RFP by sending following information to KSRTC at the address mentioned by e-mail or Fax.

KSRTC Contact Information	Bidding Company Contact Information
<p>R. Nagaraja Rao <b>Controller of Stores and Purchases</b> <b>Karnataka State Road Transport Corporation</b> <b>(KSRTC)</b> <b>Transport House, K.H. Road,</b> <b>Bangalore – 560027</b></p> <p>Telephone: 7760990220 / 7760990030 Email: <a href="mailto:cosp@ksrtc.org">cosp@ksrtc.org</a> / <a href="mailto:vtmsksrtc@gmail.com">vtmsksrtc@gmail.com</a> Fax: 080-22223424</p>	

### 1.2 VTMS & PIS Project– Business overview

Building intelligence into the transport system brings in the convergence of technologies providing a synergetic transformation in the commuter experience. VTMS is planned to offer benefits in terms of reduced waiting time and uncertainty, increased accessibility of the system, increased safety of users, reduced operational costs, improved traffic efficiency, and reduced traffic congestion.



The proposed VTMS & PIS Project implementation will include core components such as: Vehicle Tracking System, Real Time Passenger Information System and Data center. Core technologies include Geographical Positioning System (GPS) and Information & Communication Technologies.

All the functional requirements of the VTMS & PIS Project have been described and detailed in Part I of the RFP and the Bidders shall suitably design, develop and recommend solutions to address those requirements.

The payment model for the VTMS & PIS Project is based on performance oriented payments upon achievement of Service Level Guarantees enumerated in the Service Level Agreements (SLAs). This would mean the successful Bidder would fund the capital and operating cost of the project and would recover them from KSRTC in two phases:

- (1) 100% of Annexure C - Schedule A services essentially covering the Capital Expenditure during the construction, implementation period and one month after commercial operation; and
- (2) 100% of the Operation and Maintenance expenditure related to Schedule B services in 12 equated quarterly payments after the completion of the quarter, spread over 36 months from the Date of Commercial Operation.

**Nature of Investments:**

- (1) VTMS Pilot is required to be implemented within 1 months by the successful Bidder and maintained for 3 years from the date of its deployment. The scope of the project covers provision of all services at various locations and entities of KSRTC listed in Part 1 of the RFP.
- (2) There would be a capital expenditure in setting up the VTMS infrastructure and there would also be operational expenditure relating to the operation and maintenance of the VTMS portal, the infrastructure and the applications.
- (3) For the purposes of operational convenience, the bidders will be required to add the capital expenditure and the capitalized value of operational expenditure for 3 years and quote a single cost in the Financial Bid.
- (4) Financial evaluation of the bids would be based on Schedule of Prices quoted in Annexure C - Schedules A & B and presented as a unified capitalized cost.
- (5) The successful Bidder will be compensated as per the payment terms on the basis of rates quoted in Annexure C - Schedules A and B as applicable.

**1.3 Project Schedule overview**

The Schedule of Key Activities for the purpose of this RFP is outlined below:

S. No	Key Activity/Event	Date
1	Issue of Tender notification	09-06-2011
2	Pre-bid meeting	05-07-2011
3	Last date for receipt of written clarifications from prospective bidders	07-07-2011
3	Last date for written response from KSRTC to prospective Bidders	11-07-2011
4	Last date for submission of Bids through e-Procurement	19-07-2011
5	Last date for submission of hard copies and Opening of prequalification and technical bid	22-07-2011
8	Opening of Commercial bid	08-08-2011
9	Award of Contract	08-09-2011
10	Project to commence not later than	10-10-2011
11	Completion of project implementation	25-03-2012
12	Completion of the contract	24-03-2015



## 1.4 Definitions

- 1.4.1 Bid Process means the procedure explained in the RFP comprising the invitation to bid, seeking and providing clarifications, bid submission, bid evaluation, short listing and award of contract. The process begins with the issue of the invitation document and shall conclude with the award of contract signified by the signature of the parties and furnishing of the performance security.
- 1.4.2 **Bid Security means** the earnest money deposit to be submitted by the Bidder along with the bid in the amount prescribed in this part of the RFP.
- 1.4.3 **Consortium** means all members that have come together and reached a legal agreement for the purpose of submitting the bid against the RFP and complies with the requirements of the Bid Process.
- 1.4.4 **Date of Commercial Operation** means the date on which the solution is completely operational as per the requirements provided and all the acceptance tests and trial run are successfully concluded to the satisfaction of KSRTC.
- 1.4.5 **IT solution** means deployment of information and communication technologies for delivery of information services efficiently as detailed in the functional and technical requirement in part 1 of this RFP.
- 1.4.6 **“Pre-qualification”** means the process by which the bidders are first screened for their eligibility in terms of qualifying criteria stated in the bid document to implement the contract before they are permitted to offer their tenders.
- 1.4.7 **Project** means the proposed initiative of KSRTC to modernize and automate their information services comprising the design, development, financing, construction, operation and maintenance of the solutions based on functional specifications and technical requirements further elaborated in the RFP.
- 1.4.8 **Prime Bidder** means the lead company nominated by all members (companies) in case of a Consortium submitting the bid who shall comply with the pre-qualification criteria listed in the RFP and who shall also be responsible to furnish the bid security and in case of award of the contract the Performance Security; in case the bid is submitted by an individual company the Prime Bidder is that company. The term ‘Bidder’ unless and otherwise qualified shall refer to Prime Bidder only.
- 1.4.9 **RFP** refers to this request for proposals containing three parts together with schedules and forms floated by KSRTC for the purpose of soliciting valid offers from prospective and qualified companies to implement the IT Solutions describing the Bid Process and the award of contract.
- 1.4.10 **“Two cover system”** means a procedure under which the bidders are required to simultaneously submit two separate documents, one containing the Earnest Money Deposit and the details of their eligibility & capability to undertake the works and services (pre-qualifying criteria & the Technical solution), and the other containing the Commercial bid. On meeting the prequalifying criteria and the technical evaluation, the commercial bid will be opened.

## 1.5 Pre-qualification criteria for Bidders

- 1.5.1 This RFP is open to all companies who fulfill the pre-qualification criteria as specified in this section.
- 1.5.2 The Bidder(s) could be individual companies or a Consortium of companies. In case of a Consortium, the members must nominate one of them as the Prime Bidder who shall be responsible to KSRTC for undertaking and discharging all responsibilities related to the Bid Process and the Project. The arrangement among the members of the Consortium shall be disclosed in the bid and binding on the members and no change in role and responsibility of the members would be accepted after the submission of the bid. The Prime Bidder shall respond to all queries and clarifications and ensure compliance to Bid Process requirements. The consortium partners of any firm should not enter in to consortium / JV / sub contract/ etc... with more than one Prime Bidder .



- (1) The Prime Bidder should have been an IT solution provider for a period of at least 5 years as of 31-3-2011 as evidenced by the Certificate of Commencement of Business issued by the Registrar of Companies. The prime bidder or the sub-contractor should have satisfactorily implemented vehicle tracking and monitoring solution and passenger information system in one transport organizations with at least 100 buses within the last three years. Letters of completion of such projects from the customer is required to be submitted as evidence of satisfactorily completing the project.
- (2) The Prime Bidder should have achieved a minimum average annual turnover of Rs 25 Crores during the last three financial years in IT related business, as evidenced by the audited accounts of the Prime Bidder;
- (3) The prime bidder must hold certifications in CMM level 3 or equivalent.
- (4) The technical and experience qualifications of Subcontractors can count for the provision of the following key components:
  - Vehicle Tracking and Monitoring System
  - Passenger Information system
  - Data center including the network systems
  - GSM/GPRS connectivity
- (5) The ability of the company to support the implementation and maintenance of the systems hosted at Bangalore, India, either through partners or by itself. The company should be willing to establish project and services support office at Bangalore over the period of the project and provide appropriate training to personnel identified by KSRTC for its efficient operations.

## 1.6 Suppliers' authorizations

- 1.6.1 Supplier's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures or develops - are required for the following types/categories:
- a) Vehicle tracking and monitoring system (VTMS)
  - b) Hardware planned for the Data center and control room such as the Servers, desktops, network switches, routers, storage devices
  - c) Software systems planned for the Data center and control room such as Operating / network systems / databases, etc
  - d) GPS software application that are proposed to be used off-the-shelf
  - e) Audio hardware inside the bus and display units outside the vehicles and bus stands

## 1.7 Clarifications

- 1.7.1 All enquiries and or clarifications from the bidders related to this RFP should be directed to in writing to the contact person notified by KSRTC in this RFP. Both direct mail communication and email communication followed with written communication are accepted modes of communication for the purpose of seeking and providing clarifications in respect of this RFP.

## 1.8 Revision of this RFP

- 1.8.1 If KSRTC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplements shall be deemed to be incorporated by this reference into this RFP and binding on the bidders.

## 1.9 Bid Preparation and Participation Costs

- 1.9.1 The Bidder is responsible for all costs incurred in connection with participation in the Bid Process including and 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 KSRTC to facilitate the evaluation process, and in negotiating a definitive Agreement or all such activities related to the Bid Process.



## 2. Submission of Tender Documents

**Note:** The Tenderer should agree for the payment and Security Deposit clause of the Tender. The offers which do not agree for the payment and security deposit clause of the Tender will be considered as Conditional offers and will not be considered for evaluation.

2.1.1 Bids shall be prepared and submitted in two parts:

- a) The first part will comprise the offer letter in the prescribed format, the Bid Security and the **pre-qualification** criteria compliance statement, and the **technical** aspects of the bid covering the Technical Proposal covering Letter, Functional Technical Response Format, Citations of projects successfully completed; and **Personnel profile** of key per professionals planned for the project
- b) The second part shall be the **commercial** bid specifying the price offer and the commercial terms and conditions. This includes the **covering letter** for commercial submission, **contract price** details, and the **performance Bank Guarantee**.

2.1.2 The Bidder must submit, as a separate document uploads, the “pre-qualification & Technical proposal”, and a “Commercial Proposal”, as described in this Section. Failure to submit separate Pre-qualification including technical and commercial proposals may result in disqualification of the bid.

2.1.3 KSRTC will open the pre-qualification proposals and after scrutinizing them will be taken up for detailed evaluation. 'Commercial Proposal' shall not be opened until the Technical evaluation of the pre-qualified proposal is complete.

2.1.4 The commercial offer of the bidders will be opened and the prices announced only in respect of those bidders who qualify in the pre-qualification & technical evaluation.

2.1.5 Any change of the dates for opening the technical and commercial offers will only be intimated by KSRTC on their website. Those failing to qualify under the pre-qualifying criteria will be accordingly intimated by KSRTC after the award of contract.

2.1.6 The Tender shall be submitted through e-Procurement Portal (<http://eproc.karnataka.gov.in>). Vendors need to register in the e-Procurement portal to submit their bids online. The tender document can be viewed free of cost on e-Procurement Portal.

2.1.7 The Tender is invited as per the provisions of the Karnataka Transparency in Public Procurement Act-1999 in two cover system i.e., Pre-qualification & Technical, and Commercial offer separately. The following documents are available in the Tender Document.

- 1) Annexure A –Pre-qualification form (to be filled and uploaded in the same file and format.)
- 2) Annexure B – Technical Proposal
- 3) Annexure C – Commercial Bid (to be filled and uploaded in the same file and format for encryption).
- 4) Declaration format - Declaration towards offering lowest rate, Payment term on Rs. 10 or higher Bond paper (in view-only format and can be downloaded, and to be uploaded and attached to Pre-qualification offer duly filled).
- 5) CA Certificate format - Certificate of verification issued by Chartered Accountant (in view-only format and can be downloaded, and to be uploaded and attached to Pre-qualification offer duly signed by CA).

## 2.2 Pre-qualification Offer through e-Procurement portal

2.2.1 The pre-qualification proposal as specified in Annexure – A should be filled and uploaded to the e-procurement portal to evaluate if the Bidder's technical skill base and financial capacity are consistent with the needs of the project and meets the pre-qualification criteria as mentioned in 1.5 in this part of RFP.





- 2.2.2 The tenderers shall pay part of tender processing fee and EMD through any of the following e-payment modes. The details are available at the end of this document.
- Credit Card
  - Direct Debit
  - National Electronic Fund Transfer (NEFT)
  - Over the Counter (OTC) (Axis Bank) Balance amount should be in the form of DD
- 2.2.3 The necessary pre-qualification documents indicated below shall be scanned and attached along with Annexure A (Pre-qualification offer) in electronic mode. The Pre-qualification offer without the following attachments will be disqualified.
- Certificate of Incorporation
  - Copies of Purchase Order and Completion Certificate for having implemented vehicle tracking and monitoring solution and passenger information system in one transport organizations with at least 100 Buses within the last three years
  - Certifications in CMM level 3 or equivalent
  - Audited statement of accounts (only those sheets which reflect the financial standing of the company). In case the Audited Statement of the company is in the form of Published Annual report, which runs into pages, the pages duly signed by a chartered Accountant (CA) and authorized signatory of the firm of only Profit and Loss Account and Balance Sheets shall be scanned and attached along with VAT returns /service tax paid acknowledgement for the last 3 years. The Tenderer should ensure that, all the relevant pages of Statement of Accounts are attested by the Authorized signatory of the firm and Chartered Accountant.
  - The Certification of verification issued by the Chartered Accountant in proof of turnover in the Chartered accountant verification Certificate
  - A board resolution (in case of a group or Consortium bid, the Prime Contractors Board of Directors), authorizing the Bidder/ Prime Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP.
  - A certified true copy of the Consortium agreement between the Prime Bidder and the other members of the Consortium, revealing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the VTMS & PIS Project.
  - Undertaking to establish a project office at Bangalore, India
  - EMD amount as mentioned in section 2.10.1 of this part of RFP.
- 2.2.4 Prescribed format shall be scanned and attached along with Annexure A Pre-qualification offer in electronic mode (scanned).
- 2.2.5 Bidders shall furnish the required information on their pre-qualifications, technical and commercial strengths in the enclosed formats only. Any deviations in format may make the bid liable for rejection.
- 2.2.6 The Karnataka based SSI Units should attach the SSI certificate issued by the Govt. duly scanned along with Annexure A (Pre-qualification offer) in electronic mode (scanned), so as to claim Purchase Preference as per the valid Industrial Policy of the Government.

## 2.3 Technical proposal through e-Procurement Portal

- 2.3.1 The Technical aspects of the bid will be submitted by uploading the file to the portal in the format prescribed in Annexure B. KSRTC seeks a specific proposal responsive to this RFP in every respect and detail covering the functional and technical requirements, rather than a mere compilation of materials and promotional information. KSRTC will be appreciative in the superior quality and responsiveness of the proposal. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. The KSRTC will evaluate Bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, the KSRTC is making available an electronic version of this RFP.



- 2.3.2 The covering letter for the technical proposal will be in the format indicated under Section 1 of Annexure B.
- 2.3.3 The technical proposal should contain a detailed description of how the Bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the Bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response. If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.
- 2.3.4 The technical proposal should address at a minimum the core project elements illustrated in Annexure B – Section 2: Functional and Technical requirements response format. The technical proposal shall also contain Bidder's plan to address the key challenges of the project'.
- 2.3.5 The Bidder is expected to provide bill of materials for the proposed solution as part of technical proposal without price quote. The Bill of materials/ deliverables as given in the technical solution should be in consonance with the commercial proposal. Any deviations in the final deliverables between technical and commercial proposals shall make the proposal as being unresponsive and may lead to disqualification of the bid. KSRTC reserves the right to take appropriate action in this regard.
- 2.3.6 The Bidder must address the following in their Design, Development and implementation strategy:
- (1) A detailed Project schedule and milestone chart
  - (2) Approach and Methodology of design, development and implementation of the software. The plan should adhere to the standard methodology of software development life cycle.
  - (3) Key implementation objectives, key deliverables and an implementation schedule for the same
  - (4) Clearly mention against each of the functional and technical requirements serially listed in the functional and technical part of the RFP whether they have complied with the requirement, if not, the alternative solution that has been planned, and a reference in the response document where details are discussed
  - (5) Project Management tools proposed to be used for project
- 2.3.7 The Design, Development and Implementation Plan shall provide a detailed description of the Bidder's approach for the design, development and implementation of the proposed solution enumerated in this RFP. The Bidder shall identify key implementation objectives, how these objectives will be met and the respective dates on which deliverables incorporating these objectives will be completed and ready for use.
- 2.3.8 The format for providing citations of past successful projects will be as per Section 3 in Annexure B.
- 2.3.9 All the resumes of the proposed team should be given in the format indicated in Annexure B (Section 4) only.
- 2.3.10 **Prospective Sub-Contractor:** Bidder shall identify all prospective subcontractors, if any, (the Consortium of bidders should not exceed three inclusive of the Prime Bidder himself) that the Bidder will engage to provide any of the services required under this RFP. For each proposed subcontractor, Bidder shall provide the following:
- Brief description of nature of products/services to be provided by subcontractor;
  - Head and branch offices (if responsible for work under this contract) (provide street and mailing addresses, phone, fax and email);
  - Date, form and state of incorporation;
  - Contract administrator (Name, business address, fax, phone and email address of individual responsible for administering any contract that might result from this RFP);
  - Company principals (Name, title and business address); and,
  - Current or prior successful partnerships with proposed subcontractor including client reference (Contact Name, Phone Number, dates when services were performed).



- 2.3.11 **Deviations and Exclusions:** The Bidder shall provide the deviations, exclusions, additional functionality, or features beyond the minimal technical requirements listed, if any, from the defined scope of VTMS solution in the format provided in Annexure B – Part B.
- 2.3.12 **Bidder's undertaking:** Bidder's guarantee for accomplishing the implementation schedules for completion of key deliverables. Bidder should issue a statement undertaking total responsibility for defect free operation of the VTMS solution. The company should be willing to establish project and services support office at Bangalore over the period of the project and provide appropriate training to personnel identified by KSRTC for its efficient operations.

## 2.4 Commercial Offer through e-Procurement portal

- 2.4.1 The Commercial details as specified in the Annexure-C shall be filled and uploaded in the same format, which shall be encrypted using the Digital Signature Certificate of the tenderer. The end rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer shall not be submitted in hard copy. Only offer submitted through e-procurement portal will be considered for evaluation. The uploading of commercial offer along with the pre-qualification offer and documents, will lead to the disqualification of the firm. The end rate will be considered for evaluation.
- 2.4.2 Unless expressly indicated, Bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees.
- 2.4.3 The commercial proposal must be detailed and must cover each year of the contract term. The commercial proposal must be summarized by completing the pricing matrices which are contained in Annexure C (Covering letter which contains a summary of the commercial quotes).

## 2.5 Original Tender Documents (hard Copies)

- 2.5.1 Further, only the Pre-qualification Tender form in original (hard copies) duly completed in all respects including Tender Form Fee in the form of DD, EMD in the form of DD , CA Certificate, Declaration, Audited Statement of Accounts, Sales Tax Assessment order / Sales Tax / VAT Return under Form IV attested / acknowledged by the concerned Commercial Tax Officer / returns filed for having paid the Service Tax and other supporting documents should be submitted in the office of the undersigned or can be sent by Post so as to reach this office on or before 22-07-2011 @ 11:00 hours, i.e. before the opening of Pre-qualification Offer, in sealed envelopes duly super-scribing as "Pre –Qualification and Technical Offer" with the Tender Number, Date and Date of opening. The Envelopes not super-scribed with the Tender details are liable to be ignored.
- 2.5.2 KSRTC may in exceptional circumstances and at its discretion extend the deadline for submission of bids by issuing an addendum , which will be uploaded in the website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) , in which case all rights and obligations subject to the original deadline will thereafter be subject to the deadline as extended.
- 2.5.3 Non submission of Pre-qualification Documents in original within the date and time as stated above will lead to disqualification of the firm.
- 2.5.4 Any variation noticed in the Original Prequalification documents compared to documents submitted through e-procurement portal mode will lead to disqualification of the firm. The Corporation reserves the right to Black list such firms apart from initiating other legal action.
- 2.5.5 The Tender inviting authority reserves the rights to extend the last date of receipt of the Tender which would be available in the e-Procurement portal.

## 2.6 Opening of tenders

- 2.6.1 The Tenders will be opened online on the due date and time at the Stores and Purchase Branch, Central Offices, KSRTC, Bangalore - 560 027. If however, KSRTC decides on an alternative, the venue,



date and timing for opening the Technical & Commercial proposals will be informed to the bidders at the appropriate time, with adequate notice, which will be published in the website.

- 2.6.2 The Tenderers or their representatives can be present on the date, time and place of opening of the pre-qualification and commercial offer on the respective dates, when the commercial details of the Tenderers can be viewed. All the proposals will be opened in presence of the Bidder's representatives. Only the bids received before the due date and time will be opened. The fact whether earnest money deposit has been made and other documents required have been produced will be indicated, but this will be merely an examination of the documents and not an evaluation.
- 2.6.3 The commercial bids of the Tenderers, who have been pre-qualified and technically evaluated , will only be opened.
- 2.6.4 The Commercial offers of all the Tenderers which are opened are available for free view in the Web site to the Tenderers, from the date and time of its opening.
- 2.6.5 Minutes of the bid opening will be recorded. The signatures of the bidders present shall be obtained unless any of the bidder or his representative refuses to sign the minutes

## 2.7 Prices:

- 2.7.1 The Prices should be FOR destination basis to various destinations in Karnataka State and should include the cost of Packing, Forwarding and Freight Charges and Insurance.
- 2.7.2 The Taxes, Levies and other incidental charges should be mentioned in percentage only. The end rate shall be provided by the tenderer in the e-procurement portal, based on Basic Rate and percentage of Discount, ED, Taxes and other incidental charges as mentioned in Section 2 (Prices) of Annexure - C.
- 2.7.3 Particulars should not be filled with the words such as "not applicable", "extra", "inclusive", "exclusive", etc..... If any levies and incidental charges not applicable, a null value shall be entered. Otherwise offer will not be considered.

## 2.8 Delivery:

- 2.8.1 The successful Tenderer has to supply the ordered quantity of Materials and to provide service as per the Delivery schedule / requirement given in the Purchase Order or as per the revised delivery schedule if any, furnished by the consignee.
- 2.8.2 The consignment will not be accepted if the supply is less than the bill of materials. Non completion of the ordered quantity will be viewed seriously and penalty will be levied apart from blacklisting from participation in future tenders. Excess supply will not be accepted.
- 2.8.3 The Tenderers are requested to indicate the minimum lead-time required for start / executing the project from the Date of Letter of Intent / Purchase Order.
- 2.8.4 Failure to provide the service / execute the project as per the timelines agreed upon in the purchase order or the revised delivery schedule furnished by the consignees will lead to disqualification in the future tenders besides forfeiting the EMD.

## 2.9 Validity:

- 2.9.1 The Offer should be valid for 210 days from the date of opening of the Tender and the successful Tenderer has to extend the validity of the Offers till the completion of the Purchase Order. He should hold the price valid for the tender period and should give a commitment in this regard in the first bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.
- 2.9.2 The Tender inviting Authority may seek extension of the validity of offer in writing, in case of delay in acceptance of the tenders.



## 2.10 Earnest Money Deposit (EMD)

2.10.1 The EMD of **Rs. 500/-** (Refundable to unsuccessful bidders) as prescribed shall be submitted online through the e-Procurement portal using any of the following 4 modes and balance amount of Rs. 99,500/- should be submitted in the form of D.D in favour of the CAO-FA, KSRTC

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC) (Axis Bank) Balance amount should be submitted in the form of Demand Draft.

2.10.2 The EMD do not carry any interest.

2.10.3 The EMD will be forfeited in the following cases:-

- If the Tenderer withdraw the Quotation or make any modification in the Rates, Terms and conditions before the expiry of the initial validity period i.e. 210 days from the date of opening of the Tender
- If the specified Security Deposit is not paid within Seven days on acceptance of the Offer.

## 2.11 Performance Bank Guarantee/ Security Deposit

2.11.1 The successful Bidder shall at his own expense deposit with KSRTC, within (7) days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to KSRTC, payable on demand, for the due performance and fulfillment of the contract by the successful Bidder format of which is attached in Annexure C (Section 3) - Performance Bank Guarantee.

- (1) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the Bidder. The performance bank guarantee shall be valid till the end of three months after the completion of the warranty/support period (Thirty Six months after deployment (36+3). "Date of Commercial Operation" is the date on which the VTMS solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded as per the satisfaction of KSRTC. Subject to the terms and conditions in the performance bank guarantee, at the end of Thirty Nine months after the system is commercially deployed, the performance bank guarantee will lapse automatically. The performance bank guarantee may be discharged/ returned by KSRTC upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- (2) In the event of the Bidder being unable to service the contract for whatever reason, KSRTC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KSRTC under the contract in the matter, the proceeds of the PBG shall be payable to KSRTC as compensation for any loss resulting from the Bidder's failure to perform/comply its obligations under the contract. KSRTC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- (3) KSRTC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (4) In addition, KSRTC may claim payment of liquidated damages and penalty payable from the vendor in the event of non-fulfillment of any of the terms or whole of the contract.



## 2.12 Risk Purchase / Penal clause:

- 2.12.1 If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any alternate sources and the extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages / losses arising due to non-fulfillment of contractual obligations.
- 2.12.2 The product should meet the specific requirement / specifications as prescribed in the Tender. If the supplies do not conform to the specification and if the supplies are not effected as per the delivery schedule, the KSRTC reserves the right to Black list the firm.

## 2.13 General:

- 2.13.1 The Quantity indicated in Section 2 of Annexure - C is approximate requirement. However, the actual quantity may vary as per the requirements at the time of releasing the order. Accordingly supplies are to be effected.
- 2.13.2 The Tender Accepting Authority at any time before passing the order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the procurement unnecessary or impossible.
- 2.13.3 The suppliers shall undertake to abide by all the terms and conditions of the tender.
- 2.13.4 In the matter of any disputes, the decision of the Managing Director, KSRTC is binding on all the Tenderers

## 2.14 Declaration:

- 2.14.1 The Tenderer should declare that the rates quoted by them in the tender is lowest and they have not quoted / Supplied / provided the service , the materials to any other STU'S / organizations during the preceding one year at less than the rates offered by them in the subject tender.
- 2.14.2 If the firm has quoted / Supplied / provided the service the materials to any other customers during the preceding one year, at less than the rates offered by them in the subject tender, the firm shall furnish the details such as:
- Name of the STU / Organization to whom the supplies were made.
  - Rates offered to them
  - The reasons for variation
  - Quantity offered / supplied
- 2.14.3 The above declaration shall be given on the stamp paper of Rs.10/- or higher denomination, as per the format provided. If the Tenderer is found guilty i.e., given wrong information in this regard as on the date of tender opening, they will be liable for Blacklisting besides taking legal action.
- 2.14.4 The Declaration shall be scanned and attached along with Annexure A' in electronic mode (scanned). The Hard copy shall be submitted along with the Original Documents.

## 2.15 Work Inspection

- 2.15.1 The KSRTC reserve the right to conduct Inspection of the works / office of the Tenderers at any time to ensure that the firm is having required infrastructure facility to execute the orders and disqualify the firm, if found the Tenderer is not having required infrastructure facility. If the offered capacity is less than the production capacity, the offer of the tenderer will not be considered, besides disqualifying the firm.



## 2.16 Payment of Tender Processing Fee and EMD

2.16.1 The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- a) Credit Card
- b) Direct Debit
- c) National Electronic Fund Transfer (NEFT)
- d) Over the Counter (OTC)

## 2.17 OTC payment procedure

2.17.1 If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site ([www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor/supplier can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor/supplier is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor/supplier in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

## 2.18 NEFT payment procedure

2.18.1 If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor/supplier has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractor's/supplier's bank account to Government of Karnataka bank account. The contractor/supplier should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's/supplier's bank transfers/wires the money after the last date for bid submission, the contractor's/supplier's bid will be liable for rejection. Upon executing the transfer, the contractor's/supplier's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor/supplier in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred has to be inputted in the e-Procurement system as part of its bid.

2.18.2 The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank

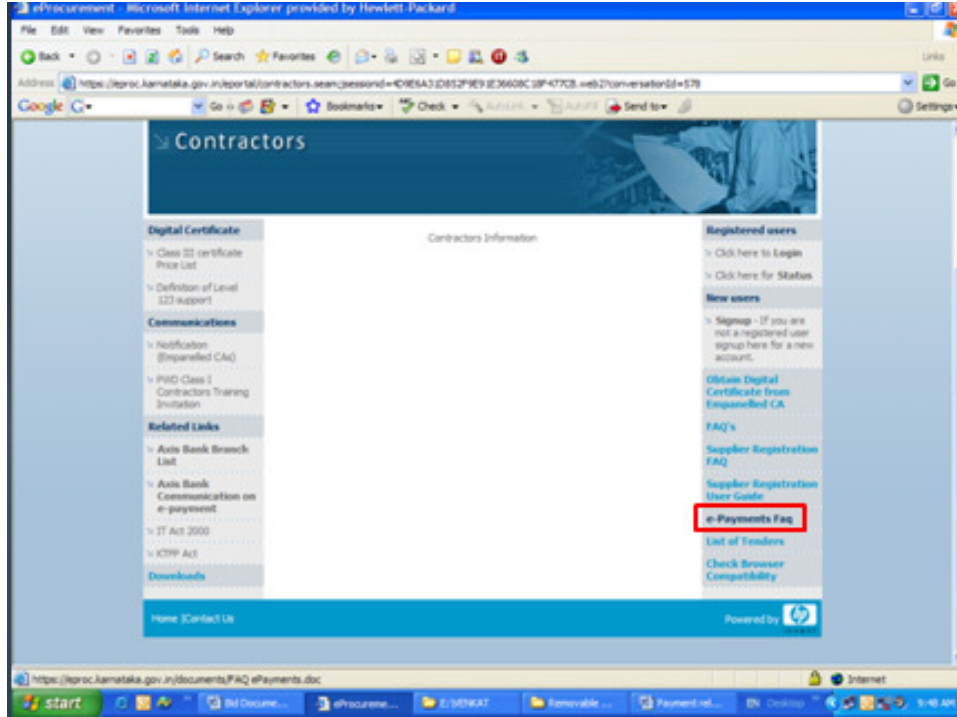
2.18.3 EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction

2.18.4 The Bid Security would be refunded to all unsuccessful bidders within 15 days of award of the Project. The Bid Security of successful Bidder would be adjusted towards partial fulfillment of the requirement of Performance Security.



- 2.18.5 Bids submitted without the exact amount of Bid Security and the requirements prescribed above will be summarily rejected.
- 2.18.6 Interested suppliers need to register in the e-Procurement portal (<http://eproc.karnataka.gov.in>) and contact e-Procurement Cell (Phone No. 080- 22371090, 080-22373788) or Help Desk (080-25501216, 080-25501227) in case of further assistance.
- 2.18.7 You may eMail to [cosp@ksrtc.org](mailto:cosp@ksrtc.org) or [eprocurementhelpdesk@gmail.com](mailto:eprocurementhelpdesk@gmail.com) for further information if required.
- 2.18.8 For details on e-Payment services refer to e-procurement portal for more details on the process.



**Note:** In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/can cell bid before the bid submission time /Date.

- 2.18.9 FOR ANY HELP ON E-PAYMENT PLEASE CALL HELPLINE on 080-25501216 / 25501227.

### 3. Bid submission requirements

#### 3.1 Signature (Original printed documents)

- 3.1.1 All proposals must be signed with the Bidder's name and by a representative of the Bidder, who is authorized to commit the Bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

#### 3.2 Language of Proposals

- 3.2.1 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the KSRTC and will not be returned. The hardcopy version will be considered as the official proposal.





### 3.3 Prices

- 3.3.1 The Bidder shall quote a fixed price for the entire project on a single responsibility basis. However, the successful principal Bidder and Consortium partners shall be jointly and severally held responsible for the overall solution provided during the period of contract. KSRTC reserves the right to procure the components/services listed in this RFP in whole or in part. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- 3.3.2 The Contract price shall be the only payment, payable by KSRTC to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified in the contract. The Contract price would be inclusive of all taxes, duties, and charges and levies as applicable. Bidders are required to verify the applicability of duty exemptions and concessions for supply of products and services to KSRTC being a scientific and educational institution.
- 3.3.3 The prices, once offered, must remain fixed and firm and must not be subject to escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

### 3.4 Correction of errors

- 3.4.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quote will be entertained after the quotations are opened. All corrections, if any, should be initiated by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- 3.4.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.
- 3.4.3 Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices
- 3.4.4 The price of items that the Bidder has left blank in the cost tables provided in Section VII shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid

### 3.5 Disqualification

- 3.5.1 The proposal is liable to be disqualified in the following cases:
- Proposal not submitted in accordance with this document.
  - During validity of the proposal, or its extended period, if any, the Bidder increases his quoted prices.
  - The Bidder qualifies the proposal with his own conditions.
  - Proposal is received in incomplete form.
  - Proposal is not accompanied by all requisite documents



- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial proposal is enclosed with the same envelope as technical proposal.
- In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- If the firm has entered in to a Consortium / JV / Sub Contract / etc... with more than one Prime Bidder
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 7 days of the date of notice of award of contract or within such extended period, as may be specified by KSRTC.

3.5.2 Bidders may specifically note that while evaluating the proposals, if it comes to KSRTC's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by KSRTC. It is also clarified that if need arises KSRTC would go in for appointment of outside party(s) to undertake the work under the captioned bid.

### 3.6 Modification and Withdrawal of Proposals

3.6.1 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form.

### 3.7 Conflict of Interest

3.7.1 Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with KSRTC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

### 3.8 Acknowledgement of Understanding of Terms

3.8.1 By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

### 3.9 Conditions

3.9.1 The following terms are applicable to this RFP and the Bidder's proposal.

- (1) This RFP does not commit the KSRTC to enter into a service agreement or similar undertaking with the Bidder or any other organization and the KSRTC shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. The KSRTC reserves the right to enter into relationships with more than one Bidder; can choose not to proceed with any Bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.
- (2) Each Bidder shall make the following representations and warranty in its proposal cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KSRTC, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the KSRTC as to any material fact."



- (3) The KSRTC is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the Bidder. The KSRTC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
  - (4) Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the KSRTC unless stated otherwise in the definitive service agreement.
  - (5) Timing and sequence of events resulting from this RFP shall ultimately be determined by the KSRTC.
  - (6) No oral conversations or agreements with any official, agent, or employee of the KSRTC shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a Bidder with any department, agency, official or employee of the KSRTC shall be superseded by the definitive service agreement that results from this RFP process. Oral communications by the KSRTC to bidders shall not be considered binding on the KSRTC, nor shall any written materials provided by any person other than KSRTC.
  - (7) Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP.
  - (8) By responding, the Bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing Bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the KSRTC participated directly or indirectly in the Bidder's proposal preparation.
  - (9) Neither the Bidder nor any of Bidder's representatives shall have any claims whatsoever against the KSRTC or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the Bidder in accordance with the terms thereof).
  - (10) Until contract award, bidders shall not, directly or indirectly, solicit any employee of the KSRTC to leave the KSRTC or any other officials involved in this RFP process in order to accept employment with the Bidder, its affiliates, actual or prospective contractors, or any person acting in concert with the Bidder, without prior written approval of the KSRTC.
- 3.9.2 Proposals will be reviewed by a Committee appointed by the KSRTC or its designated representative(s). The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

### **3.10 Initial Determination of Compliance with RFP Requirements**

- 3.10.1 The Tender Scrutiny Committee will scrutinize the offers submitted by the bidders in respect of the pre-qualification criteria laid down . After the scrutiny of the offers, the Tender Scrutiny committee will disqualify the offers of the bidders, who do not meet the pre-qualification criteria laid down. Organizations, whose proposals are no longer to be considered by the committee, shall be promptly notified by the KSRTC. The notice shall contain a reasonably brief explanation of the reasons therefore and/or the KSRTC reserves the right to reject proposal without assigning any reason, what so ever. The committee can waive minor irregularities if, in its judgment, to do so would be in the best interest of the project.

## **4. Evaluation Procedure and Criteria**

- 4.1.1 Evaluation of the bids will be done in two stages and at the end of every stage short listed bidders will be informed of the result to have a fair and healthy competition. The following is the procedure for evaluation.



## 4.2 Evaluation of pre-qualification bids

- (1) The documentation furnished by the Bidder will be examined prima facie to see if the technical skill base and financial capacity and other Bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified in this Part of RFP.
- (2) The evaluation committee may ask Bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
- (3) Any proposal not complying with the requirements of the pre-qualification criteria will not be processed further.

## 4.3 Evaluation of Technical bids

4.3.1 The evaluation of the Technical bids will be carried out in the following manner:

- (1) The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in below:

The evaluation parameters for the VTMS & PIS Project will be on a combination of the Technical Score (T-Score) that will carry a weight of 60% and Financial Score (F-Score) at 40%.

The evaluation score will be a combination of Technical and financial score (QCBS), the details of which are as follows:

The bid evaluation **will** take into account technical factors in addition to cost factors.

### **Technical Evaluation (Wt=60%)**

The evaluation of the Technical bids will be carried out in the following manner:

#	Technical Evaluation Parameters	Weight
A	Meeting all Project Management Criteria	30%
B	Meeting all Functional Criteria	40%
C	Meeting all Technical Criteria	30%
D	Total Technical Score	100%

### **Technical Score (60%)**

Against each of the parameters in column (b), the responsiveness of the bidder will be evaluated on a scale of 0 – 4 as detailed in the table below

**Table 1: Responsiveness**

Value	Response,
0	Is absent
1	Is present with deficiencies
2	Meets requirements
3	Marginally exceeds requirements
4	Significantly exceeds requirements

R-Factor = Responsiveness factor on a scale of 0 to 4.

**"The technical/quality evaluation parameters and scoring scheme are as follows:**

The bidders' technical solutions proposed in the bid document are evaluated as per the requirements specified below:



<b>A. Bid Meets all Project Management Criteria</b>	
Project Management Team Profile	10
Tasks and Specific Schedules, Timelines acceptable	15
Business Processes For Using and Managing the System	25
Coordination, Training, Quality,	20
Risk Identification and Mitigation	15
What is the Business model proposed	15
<b>Total</b>	<b>100</b>
<b>B. Bid Meets all Functional Criteria</b>	
Passenger Information System (Display at Bus Stops)	25
Bus tracking System (GIS)	25
Overall Reporting and MIS	25
Services proposed for the first three years	25
<b>Total</b>	<b>100</b>
<b>C. Bid Meets All Technical Criteria</b>	
Architecture	20
Solution Design and Components	30
Performance benchmarks for services	15
Capacity and Scalability	10
Monitoring and Effectiveness	25
<b>Total</b>	<b>100</b>

- (2) The proposal review committee may undertake oral clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- (3) **The bidders should score minimum 60% in the technical evaluation to qualify for opening of Commercial bids.**

#### 4.4 Evaluation of Commercial bids

4.4.1 The Commercial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below

- (1) The Bidder with lowest Total VTMS solution cost (TC) will be awarded 100% score.
- (2) Commercial Scores for other than L1 bidders will be evaluated using the following formula:
- (3) **Commercial Score of a Bidder = (TC of L1/TC of the Bidder) X 100 (adjusted to 2 decimals)**

i.e.,

$$F - \text{Score of a bidder} = \frac{\text{Total Cost of Lowest Bidder (L1)}}{\text{Total cost of the bidder (adjusted to 2 decimals)}} \times 100$$

- (4) Out of the tenders found to be substantially responsive after the initial examination the tenderer who has bid the lowest evaluated price in accordance with the evaluation criteria or tenderer scoring the highest on the evaluation criteria specified as the case may be, shall be determined.



(5) **Final Score = (T-Score x 60%) + (F-Score x 40%)**

- (6) In determining the lowest evaluated price, the following factors shall be considered, namely:-
- The quoted price shall be corrected for arithmetical errors;
  - In case of discrepancy between the prices quoted in words and in figures, the price mentioned in words will be considered ;
  - Adjustments to the price quoted shall be made for deviations in the commercial conditions such as the delivery schedules. and minor variations in the payment terms which are quantifiable but deemed to be non-material in the context of the particular tender;
  - The evaluation shall include all central duties such as customs duty and central excise duty inclusive of local levies as a part of the price.
  - In the case of purchase of equipment, the operation and maintenance and spare part costs for appropriate periods as may be specified in bid documents may be quantified, where practicable and considered.

#### **4.5 Best Value Determination and Final Evaluation**

4.5.1 Based on the technical and commercial evaluation of the bids, a final report will be submitted for decision before the Purchase committee of the KSRTC.

#### **4.6 Negotiations, Contract Finalization and Award**

4.6.1 The committee shall reserve the right to negotiate with the lowest evaluated bidder on the basis of best value to the VTMS & PIS Project. A contract will be awarded to the responsible, responsive Bidder whose proposal conforms to the RFP and is, in the opinion of the KSRTC, the most advantageous and represents the best value to the VTMS & PIS Project, price and other factors considered.

4.6.2 Evaluations will be based on the proposals, and any additional information requested by the KSRTC in accordance with the requirements of the RFP.

#### **4.7 Award Criteria**

4.7.1 KSRTC will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the lowest evaluated bidder.

#### **4.8 KSRTC's right to accept any Proposal and to reject any or All Proposals**

4.8.1 KSRTC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for KSRTC's action.

#### **4.9 Notification of Award**

4.9.1 Prior to the expiration of the validity period, KSRTC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of performance security, KSRTC will promptly notify each unsuccessful Bidder.

#### **4.10 Signing of Contract**

4.10.1 At the same time as KSRTC notifies the successful Bidder that its proposal has been accepted, KSRTC shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon



separately) between KSRTC and the successful Bidder. Such agreements shall cover, in detail; aspects/terms of the contract such as:

- (1) Performance security
- (2) Contract form
- (3) Warranty
- (4) Payment
- (5) Prices
- (6) Assignment
- (7) Sub-contracts
- (8) Liquidated damages
- (9) Termination
- (10) Applicable law
- (11) Notices
- (12) Change orders
- (13) Taxes and duties
- (14) Confidentiality
- (15) Limitation of liability
- (16) Technical Documentation
- (17) Project Management
- (18) Bidder's obligations
- (19) Exit clause
- (20) Service metrics
- (21) Scope of work
- (22) Deliverables
- (23) Penalty
- (24) Etc...

#### **4.11 Warranty & Maintenance**

4.11.1 The successful Bidder shall provide a comprehensive warranty for duration of 36 months, commencing from the date when the system becomes commercially operational.

- (1) Bidder shall also provide complete maintenance support for all the VTMS solution components as outlined in this RFP for a period of Thirty Six months from the date of commercial operation.
- (2) During the warranty period, the Bidder warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- (3) KSRTC shall promptly notify successful Bidder in writing of any claims arising under this warranty.
- (4) Upon receipt of such notice, the Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to KSRTC and within time specified and acceptable to KSRTC.
- (5) If the successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, KSRTC may proceed to take such reasonable remedial action as may be necessary, at the successful Bidder's risk and expense and without prejudice to any other rights, which KSRTC may have against the Bidder under the contract.



- (6) During the comprehensive warranty period, the successful Bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to KSRTC.
- (7) The successful Bidder hereby warrants KSRTC that::
- (8) The implemented VTMS solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract..
- (9) The implemented VTMS solution will achieve parameters delineated in the technical specification/ requirement and shall be appropriately integrated to meet VTMS requirements.
- (10) The successful Bidder will be responsible for warranty services from subcontracted third party producers or licensors of products included in the systems.
- (11) The successful Bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

#### 4.12 Failure to agree with the Terms & Conditions of the RFP

- 4.12.1 Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event KSRTC may award the contract to the next best value Bidder or call for new proposals.

### 5. Payments to the Successful Bidder

- 5.1.1 VTMS & PIS Project will involve sharing of risk and reward between KSRTC and the successful Bidder, by regulating the payments appropriately as mentioned below:
- 5.1.2 Section 2 of Annexure C - schedule A provides for capital expenditure in terms of hardware, software including licenses, networks, training of KSRTC nominate personnel and associated costs expended during the construction period of the project. Section 2 of Annexure C Schedule B provides for operation and maintenance expenses to be incurred for a period of 36 months from the Date of Commercial Operation. Any delay in achieving the Date of Commercial Operation shall be assigned to the successful Bidder for reasons other than Force Majeure and non-performance of KSRTC as specified in the Contract.
- 5.1.3 Amounts relating to Annexure C - schedule A services will be payable as per the following terms:
- 5.1.4 100% of the contract value will be linked to the deliverables during the construction phase of VTMS & PIS Project and performance of the successful Bidder during first 30 days commercial operation against the Service Level Agreement.
- 5.1.5 The 100% of the Annexure C - Schedule A contract value will be paid in installments as specified in the payment schedule described herein.
- 5.1.6 Schedule A Payment

Payment Milestone	% of Annexure C - Schedule A contract value
On supply of Hardware and Delivery of all Systems Requirement Specifications	50
On Pilot Project completion Sign off from KSRTC	10
Upon deployment of the systems, completion of training and issue of Acceptance Certificate from KSRTC	20
30 days from the Date of Commercial Operation and operational acceptance	20

- (1) The principle of sharing the risk is based on the total contract value mentioned in Annexure C - Schedule A would be subject to performance against SLA





5.1.7 Amounts relating to Annexure C - schedule B services will be payable as per the following terms:

- (1) 100% of the contract price relating to Schedule B services will be paid in 12 equated quarterly installments (EQI) during the Operation and Maintenance period, linked to the performance against the SLAs after the completion of the quarter.

## 6. RFP Response Formats

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### 6.1 Annexure A: Prequalification Proposal

The Prequalification Proposal must be filled in as per the attached excel work book and uploaded to the e-Procurement portal as detailed under section 2.2 above. The format of the work book shall not be changed.



Section 2: DECLARATION

(Proforma of Declaration to be furnished on a Government Stamp Paper of Rs. 10/-)

Date

To,  
The Controller of Stores and Purchases  
KSRTC, Central Offices, K.H. Road,  
BANGALORE – 560 027

Sirs,

Sub: Design, development, implementation and operation of Vehicle Tracking and Monitoring System and Passenger Information System in KSRTC

Ref: Tender No. KST/CO/P/G-29-11 dt: 09-06-2011 due on 19-07-2011

We hereby declare that the rates quoted by us is lowest and we have not quoted / supplied to any other STU's / Organizations during the preceding One year at less than the rates offered by us in the subject tender. (OR)

We have quoted / supplied similar solutions to our following customers during the preceding One-year at less than the rates offered to you in the subject tender, and the details are as follows:

1. Name of the STU / Organization to whom the supplies were made:
2. Rates offered to them:
3. The reasons for variation:
4. Quantity offered / supplied:

The rates quoted in the Annexure "C" are final and we agree to hold the same till the completion of the supply of ordered quantity.

**We agree to furnish 10% value of the Purchase order value as Security Deposit within week time from the date of issue of letter of intent.**

Signature of the Authorized Signatory

Designation:

Date:



Section 3: CA Verification

**Certificate of Verification by the Chartered Accountant:**

This is to certify that the annual turnover furnished by M/s \_\_\_\_\_ during the preceding three years i.e., 2007-2008, 2008-2009, 2009-2010, & 2010-11 **from IT solutions** is as detailed below and as furnished in the enclosed statement of accounts and Form IV (Sales Tax returns filed under CST Ac 1956), is verified by us and found correct.

Year	Turnover in Rs. Lakhs
2007-2008	
2008-2009	
2009-2010	
2010-11	

(Any of 3 preceding years)

**Chartered Accountant**

[Signature with seal]

Membership No: \_\_\_\_\_

Address:



## 6.2 Annexure B: Detailed Technical Proposal

### Section 1: Technical Proposal Form (covering Letter)

[Date]

KSRTC  
Bangalore  
Dear Sir,

Ref: RFP: IT Consulting Services in Design, Development, Implementation, Operation and Maintenance of VTMS & PIS Project

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for VTMS Solution for KSRTC. To meet such requirements and provide such services as required are set out in the bid document.

We attach hereto the bid technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation Schedule (Project schedule for providing IT Consulting Services in Design, Development, Implementation, Operation and Maintenance of VTMS Solution) put forward in RFP (Part I) or such adjusted plan as may subsequently be mutually agreed between us and KSRTC or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the bid document issued by a PSU bank in India, acceptable to KSRTC, for a sum equivalent to **10%** of the total price as quoted in our commercial proposal for the due performance of the contract.

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 SIX (plus ONE) MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period 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 KSRTC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KSRTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the KSRTC as to any material fact."

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      2011

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ..... o f t h e ....., and that ..... who signed the above Bid is authorized to bind the company by authority of its governing body.



(Authority)

Date

## Section 2: Functional / Technical Requirements - Response Format

The Functional features proposed and their realization through the Technical components of the solution must address the following core project elements:

### **Part A: Detailed Project Solution**

1. Solution architecture to meet the functional requirements of the Data center and Control room, Passenger Information system, and the Vehicle Tracking and Monitoring system, including:
  - a) The key challenges that you foresee in implementing this project and plans to address them
  - b) Detailed description of the proposed architecture covering at a minimum elements such as the Hardware, system and application software, network design and features, Redundancy, and Security architecture that would meet the current requirements, indicating the maximum load that the planned architecture can support without additional hardware, and how this architecture can be scaled up if required to help KSRTC scale up, as more vehicles and routes are brought under the VTMS.
  - c) Bill of material of all the solution components (e.g. software, hardware etc.) indicating the quantity / licenses and their proposed deployment locations to meet the requirements
  - d) Details of the hardware / software / network specifications proposed in the architecture detailing their performance features, components to handle redundancy & business continuity plans, RASM (Reliability, Availability, Security, and Management) features of the hardware, and operational environment of the solution.
2. Implementation methodology, project plan and implementation schedule
  - a) Details of the risks envisaged from past experience and strategies to address the risk
  - b) Project team structure, deployment of team resources in time and location, size and capabilities
  - c) Detailed Project implementation schedule as planned by the bidder indicating the milestones and deliverables during the project phase
  - d) Quality and cost check plans and reporting plans
  - e) Plan for transfer of knowhow to identified KSRTC staff.
3. Plan for project operation and maintenance

### **Part B: Functional and Technical Responsiveness checklist**

The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the sequentially number Functional / Technical Requirements detailed in this section, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.



**Functional Requirements Checklist**

Functional Requirement - 1	Functional Requirement: [ insert: <b>abbreviated description of Requirement</b> ]	<b>Mandatory* / additional features</b>
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		
Details of deviations / additional functionality being provided / functionality not provided with detailed explanation for such deviations		
Functional Requirement - n	Functional Requirement: [ insert: <b>abbreviated description of Requirement</b> ]	<b>Mandatory* / additional features</b>
Bidder's technical reasons supporting compliance:		
Details of deviations / additional functionality being provided / functionality not provided with detailed explanation for such deviations		
Bidder's cross references to supporting information in Technical Bid:		

**Technical Requirements Checklist**

Technical Requirement - 1	Technical Requirement: [ insert: <b>abbreviated description of Requirement</b> ]	<b>Mandatory* / additional features</b>
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		
Detail special technical features proposed beyond the minimal technical requirements listed		
Technical Requirement - n	Technical Requirement: [ insert: <b>abbreviated description of Requirement</b> ]	<b>Mandatory* / additional features</b>
Bidder's technical reasons supporting compliance:		
Detail special technical features proposed beyond the minimal technical requirements listed		
Bidder's cross references to supporting information in Technical Bid:		

\* Mandatory in respect of all the specifications listed in this document. Any additional features offered by the bidder may be highlighted here with specific reference to the response

**Section 3: Format for Providing Citations**

Sl. No.	Item	Guideline	Attach Ref. No. for details
1	Type of Project. Portal /other applications	Provide scope of the project, highlight Key Result Areas expected and achieved	
2	Solution architecture	Describe the architecture in detail covering overall framework as well as	



	employed & core Components	various building blocks	
3	Security architecture. Scope of work	Describe the security architecture employed to address security at various levels. system, application, document, physical etc. highlighting unique aspects	
4	Scope of System Integration	Provide details on integration of various kinds of hardware, software and network systems / solution components covered by project scope	
5	Scope of managed services. Data migration, document conversion, data entry, front office functions handled, non - technical support functions	List the various services with a brief description of each highlighting the nature, complexity, uniqueness and the like	
6	Start date of steady state operations & contract tenure	If there have been sub milestones as part of the contract (Such as Pilot, Rollout etc.) highlight the same	
7	Development, rollout & steady state phases. effort in person months in each phase, number of average / peak people in each phase	Provide details in a tabular form	
8	Number of concurrent transactions/users	This should correlate to actual users of the solution. non portal visitors. Give a brief description of the kind of services and transactions	
9	Contract value	Provide particulars on contract value assigned to each major phase and milestone. Also give details on transaction } based payment if any	
10	Tools deployed. modeling, design, development, testing, project management, EMS	Give names of the tools employed and provide highlights regarding the efficacy of the tools	
11	List of Risks identified & how they were addressed	Provide Top five risks identified, the impact of the risks, proactive plans put in place, how the risks were contained if they had occurred	

## Section 4: Format for Project personnel resume

#	Resume information	Details
1	Proposed Position (Role)	
2	Name	
3	Qualification	
4	Role responsibilities	
5	Key area of expertise	
6	Total years of experience	
7	Brief description of work experience	
8	Working in the organization since	
9	Part of the Prime Bidder	Yes / no (f no indicate the partner organization name)



### 6.3 Annexure C: Commercial Proposal

Covering Letter

[Date]

KSRTC  
Bangalore  
Dear Sir,

**Ref:** RFP: IT Consulting Services in Design, Development, Implementation, Operation and Maintenance of VTMS & PIS Project

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement the VTMS & PIS Solution for KSRTC. To meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our commercial proposal as detailed out in Annexure C-1 separately provided as part of the RFP documents.

Total Cost of the Solution as per Annexure C - schedule A	INR	(Amount In Words)
Total Cost of the Solution as per Annexure C - schedule B	INR.	(Amount In Words)

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing IT Consulting Services in Design, Development, Implementation, Operation and Maintenance of VTMS & PIS Solution) put forward in this RFP (Part I & II) or such adjusted plan as may subsequently be mutually agreed between us and KSRTC or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the bid document issued by a PSU bank in India, acceptable to KSRTC for a sum equivalent to 10% of the total price as quoted in our commercial proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of SIX (plus ONE) MONTHS from the date fixed for bid opening and it shall remain binding upon us, until within this period 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.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KSRTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the KSRTC as to any material fact."

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2011

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Witness Signature: Witness Name: Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ..... of the ....., and that ..... who signed the above proposal is authorized to bind the company by authority of its governing body.

(Authority)





Section 3: Performance Bank Guarantee

[Date]

KSRTC

Bangalore

Dear Sir,

PERFORMANCE BANK GUARANTEE IT Consulting Services in Design, Development, Implementation and Maintenance of VTMS & PIS Project

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a contract dated ..... (Herein after, referred to as "Contract") with you (Karnataka State Road Transport Corporation - KSRTC) for providing the IT Consulting Services in Design, Development, Implementation and Maintenance of VTMS & PIS solution.

We are aware of the fact that as per the terms of the contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR ..... (In words and figures), being equivalent to 10% of the total price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR ..... (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the period 'Date of Commercial Operation + 36 months, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the period 'Date of Commercial Operation' + 36 months for the total solution as per said Contract. We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against KSRTC; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment



under this guarantee other than your written demand. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR ..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR .... (In words and figure);

This Performance Bank Guarantee shall be valid only up to the completion the period 'Date of Commercial Operation' + 36 months for the Total Solution; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date i.e. completion of the period or 'Date of Commercial Operation' + 36 months for the proposed VTMS & PIS IT Consulting Services in Design, Development, Implementation and Maintenance of the solution for KSRTC.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... Day ..... 2011

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)



Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

