



Supply, Installation & Commissioning of AVL T (GPS) Devices
(On CAPEX Model) & Operation and Maintenance of AVL T (GPS)
System (on Opex model)

Standard Terms and Conditions

State: Jammu & Kashmir

Address for communication, receipt of bids and venue of bid opening:

**J&K STATE ROAD TRANSPORT CORPORATION HEADQUARTERS, M.A.ROAD,
SRINAGAR -190001**

This document contains contain General Terms and Conditions, including desired and Mandatory features, Qualification Criteria, Commercial Terms and Conditions that are followed by other department in State Road Transport.
However, the terms and conditions are not binding on Department/ State Transport and liable for change without any notice.



1. About JKSRTC

SOON AFTER INDEPENDENCE IN THE YEAR 1947 THE STATE GOVERNMENT TOOK THE CONSCIOUS DECISION TO HAVE ORGANIZED SETUP OF TRANSPORTATION IN THE STATE & ACCORDINGLY ON 5TH OF JANURARY 1948,THE GOVENMENTOF J&K ESTABLISHED A GOVERNMENT TRANSPORT UNDERTAKING WITH A FLEET OF 50 TRUCKS WHICH WERE PURCHASED FROM M/S GENERAL MOTOR CORPORATION BOMBAY.THIS ESTABLISHMENTMENT OF GOVERNMENT TRANSPORT UNDERTAKING IN THE STATE OF J&K PROVED A MILESTONE IN THE DEVELOPMENT OF THE STATE MOSTLY HAVING HILLY TERRAINS & THE GOVERNMENT INCREASED THE FLEET OF THIS ERESTWHILE GTU BY ADDING BUSSES & TRUCKS ON EVERY PASSING YEAR BESIDES GIVING THE GTU THE MONOPLY OF PLYING PASSANGER BUSSES ON NATIONALIZED ROUTES.HOWEVER ON SEPTEMBER 1976 THIS EARSTWHILE GTU WAS CONVERTED INTO CORPORATION UNDER THE NAME OF JAMMU & KASHMIR STATE ROAD TRANSPORTATION-JKSRTC UNDER SECTION 3 OF "THE ROAD TRANSPORT CORPORATION ACT -1950"

AIMS

- PROVIDING OF ADEQUATE, EFFICIENT, SOCIO ECONOMIC AND CO-ORDINATED TRANSPORT SERVICE ON STATE AND INTERSTATE ROUTES;
- TIMELY TRANSPORTATION OF FOOD GRAINS AND OTHER ESSENTIAL COMMODITIES TO EVERY NOOK AND CORNER OF THE STATE;
- SHOULDERING THE RESPONSIBILITIES OF THE GOVERNMENT IN EMERGENCIES AND NATURAL CALAMITIES LIKE WAR, FLOODS, EARTH QUACKS. UNREST ETC;
- MAKING ITS ACTIVITIES ADVANTAGEOUS TO TOURISM AND TRADE AND THERE BY CONTRIBUTING TO THE ECONOMY OF THE STATE;
- RELIABLE TRANSPORTATIONFOR MOVEMENT OF ARMY AND PARA MILITARY FORCES.

2. BRIEF NOTE ON THE AVL T REQUIREMENT

For and on the behalf of Department, floats this Tender for finalising the contract for GPS devices. The contract for the requirement pertaining will be entered into by JKSRTC directly.

Conditions of the Tender.

This tender is called for, for Supply Installation & Maintenance for Vehicle Tracking System for providing GPS facility for a period of 2 years on fixed rate basis. The tentative quantity for the contract period is expected to be around 200 units. However, the quantity mentioned may be increased at the sole discretion of JKSRTC. The bidder will not have any right on the increase and decrease of the actual quantity and should execute the contract at the rates and terms and conditions irrespective of the actual quantity.



Tender Reference: JKSRTC /01/AVLT/2017- 18

Objectives of AVL T:

1. To track JKSRTC fleet vehicle on real time basis to ensure visibility

Definition:

GPS tracking device with GPS and GSM/GPRS Modem which transmits the Latitude Longitude along with vehicle Identity and few other parameters at a designated frequency. This would have ports which capture the vehicle Parameters like Ignition (engine on/off status), GPS speed etc.

Bid Process:

- JKSRTC calls for bids from all reputed Automatic Vehicle Location and Tracking (AVLT) systems solution-providers/Manufacturers for supply, installation, Commissioning and maintenance of AVL T devices in JKSRTC fleet across Jammu & Kashmir.
- All the prospective bidders are requested to kindly go through the "terms and conditions" of the "TENDER" document and submit their bids accordingly.
- The tender document is available in the website of JKSRTC www.jksrtc.co.in and can also be purchased in hard copy on payment of Rs.5000 (Rupees Five Thousand only, including GST) non-refundable, by way of a Demand Draft drawn in favour of "FA&CAO, JKSRTC, Jammu".
- Any noncompliance of TENDER terms and conditions by the vendors shall automatically result in rejection of their proposal and the forfeiture of EMD/ PBG.
- Important dates and deadlines for the TENDER are as below:
 - A. Price of Bidding document (Non-refundable): Rs. 5000/-
 - B. Date of commencement of sale of bidding document: 09/12/2017 from 12.00 hrs
 - C. Last date and time (IST) for sale of bidding document: 20/01/2018, before 18.00 hrs
 - D. Last date and time of submission of bid : 20/01/2018 till 04.00 pm
 - E. Date of time (IST) for opening of TENDER: 22/01/2018, 12.00 noon.
- The completed bids must be received at the office of J&K STATE ROAD TRANSPORT CORPORATION, Jammu, on or before the time and date given above. It will be the sole responsibility of the vendor to ensure that their bid is received at the address specified above on or before the specified date & time mentioned.
- The bid documents are non-transferable.



GENERAL TERMS AND CONDITIONS

1. Eligibility criteria of the Vendor:

- i. Any reputed Automatic Vehicle Location and Tracking (AVLT) systems solution-providers/Manufacturers are eligible to participate in the TENDER subject to their compliance with the requisite pre-qualification eligibility criteria.
- ii. The participating vendors must have cumulative average annual turnover of at least Rs 5 Crore during last three years from activities related to GPS/AVLT.
- iii. Only those vendors who have existing support and service network in Jammu & Kashmir, only need to participate.
- iv. OEM manufacturers should be operational since last three years in AVLT business.
- v. Proof to be submitted at along with technical bid for the presence of field service network.
- vi. Bidder having installed devices, in single project as on date within the last three years of TENDER submission only need to participate. Purchase order & installation proof or Go Live Certificate mentioning the quantity to be submitted as proof.
- vii. Experience in State Transport Unit/ Government projects are preferable.
- viii.



3. Detail AVLТ specifications, Features, Operational Requirements-Annexures-7 and Annexure 8.

3. Scope of delivery:

The delivery scope for the selected vendor would include the following: -

- i. All supplied hardware to be installed on JKSRTC fleet/ vehicles. Power outputs and location for fitting the device etc will be indicated by departments.
- ii. Cloud side configuration at departments.
- iii. Commissioning of the device and assisting departments in getting the data from the JKSRTC fleet onto the cloud.
- iv. Operation and Maintenance of the AVLТ system for a period of 10 years.
- v. Providing AMC for the installed AVLТ system.
- vi. On field after sales support.

4. Service Terms:

- i. The service provider should always keep 10% of buffer stocks ready to replace the faulty devices without loss of time.
- ii. Future software upgradation: Any upgradation in the software in the AVLТ devices supplied by the supplier/vendor must be provided free of cost during contract period.

5. Service Level Agreement/SLA:

- i. After service support: All calls for support will have to be attended by the selected vendor within 12-24 hours of registering of the complaint by department either through e-mail or fax.
- ii. Escalation Matrix: for attending the service related/any other issues needs to be provided by the vendor at the time of bid submission.
- iii. Resolution & Replacement of faulty devices: Reported issues would need to be resolved by the selected vendor ONSITE within 24-48 hours of registering of the complaint for 90% of locations and 4 Days for balance 10% of remote locations. Resolution in this context means "Repair for hindrances free operation or Replacement with a new device" as per the satisfaction of JKSRTC.
- iv. Date and Timing of installation would be informed by department or Depot Manager and vendor has to strictly adhere to the schedules.

6. Evaluation Process:

Tender will be evaluated in three stages:

a. Preliminary evaluation:

- I. Please refer Preliminary evaluation process as per Annexure-2
- II All vendors are requested to strictly submit the documents in sequence as per preliminary evaluation criteria, failure to which their bids shall be rejected.



b. Technical evaluation

- I. Please refer Technical evaluation process as per Annexure-2
- II. Department at its sole discretion add/ delete/ revise any of features at any stage of tender evaluation due to internal reasons.
- III. All vendors who meet the preliminary criterion, and submit technical bids conforming to the technical evaluation criterion only will be shortlisted for commercial evaluation.
- IV. Department shall consider the information furnished by vendor on technical requirements as sufficient and qualify the vendor for price bid opening. If, at any stage of pre-supply and post supply period, if it is found that any information furnished by the vendor is either false or hidden or fabricated, such vendor may be blacklisted by JKSRTC and prohibited from participating in any of future tenders.

c. Commercial evaluation

- I. Please refer Commercial evaluation process as per Annexure-2
 - II. Commercial Bids of the vendors, who qualify in the pre-qualification and Technical Bid Evaluation, will be opened in the presence of Vendors / representatives. L-2 and other qualified vendors will be contacted only if L-1 vendor fail in the delivery schedules, installation, maintenance and any other tender terms and conditions.
 - III. Price bid will be opened for those bidders who have technically cleared the field testing. Price bid will be opened only after technical evaluation.
- 8.** Duly filled TENDER documents in sealed covers super-scribed "TENDER FOR PROCUREMENT OF AVLTS for JKSRTC fleet" should be dropped in the box provided for this purpose at address mentioned in the first page of this document.



10. SUBMISSION OF BID-The Bid should be in a sealed cover super-scribed "TENDER FOR PROCUREMENT OF AVL T for JKSRTC".

The Super-scribed sealed cover shall consist of three sealed covers inside:

I. Super scribed Sealed Cover A – Preliminary cover:

Preliminary Cover containing: All the vendors are requested to submit the documents strictly in sequence as mentioned in the Evaluation process (Annexure-2)

Do not enclose price bid.

II. Super scribed Sealed Cover B: Technical Specifications offered

Technical Specifications sheet: All the vendors are requested to submit the documents strictly in sequence as mentioned in the Evaluation process (Annexure-2)

Do not enclose price bid.

III. Super scribed Sealed Cover C:

Price Bid as per format attached in the Evaluation process (Annexure-2)

11. TENDER documents that do not provide complete information and documents sought for and that are submitted after the specified time will not be considered and will be summarily rejected. Vendors should quote their prices in the prescribed form as given in this tender document.

12. TENDERS received in any other form will not be entertained and liable to be rejected.

13. Vendor should sign the "Declaration certificate" (as per Annexure-1) in their company letter head stating that they have read and understood, all the Terms and Conditions stipulated for in the TENDER, and are willing to abide by these TENDER terms and conditions", before submitting the TENDER document. TENDERS submitted without the Signed declaration certificate will be considered incomplete and will not be considered.

14. The Bid should be properly page numbered, signed (in blue colour ink) on each and every page by the authorized signatory and should be complete in all aspects, failure to which the bids shall be summarily rejected.

15. Proto type evaluation:

a. Tender opening : **Day-1**

b. Submission of Prototype for demonstration : **Day-1**

c. Prototype approval and technical clearance by JKSRTC: **Day 25**

16. Responsibility for proper packaging:

a. Where ever required the supplier shall be responsible for the items being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination.



- b. Marking of Packages, Packing: Each package delivered under the contract shall bear the following: -
- Σ Name of the Supplier
 - Σ PO Number
 - Σ Consignee's name and address
 - Σ Description and quantity of contents
 - Σ Gross weight, Net weight,
 - Σ Distinctive number or mark which is also to be shown, for the purpose of identification, on the suppliers packing list

17. Validity of the TENDER:

Bid to be Valid for 120 Days

18. Contract Validity

All prices submitted shall remain valid for a minimum period of one year from the date of opening of TENDERS.

19. EMD Amount:

- I. EMD amount: INR1,00,000/-
- II. Each TENDER form should be accompanied by an EMD in the form of Demand Draft from any nationalized bank drawn in favor "*FA&CAO, JKSRTC, Jammu*" payable at Srinagar.
- III. The EMD of the unsuccessful vendor shall be returned within 30 days of finalisation selected bidder. EMD of the successful vendor shall be either adjusted against the Performance Bank guarantee or returned to vendor after providing the PBG.
- IV. TENDER forms submitted without the EMD will be summarily rejected.

20. Performance Bank Guarantee:

The successful Vendors shall submit within 15 days of TENDER evaluation and declaration of successful L-1 details, a Performance Bank Guarantee value equivalent to 5% of the total order value valid for a period of two years. PBG has to be submitted at the time of release of Purchase order to the concerned department.



21. Price:

- I. The price offered in the TENDER should be inclusive of all costs and taxes for hardware delivery, installation and commissioning (CAPEX) and operation & maintenance for a period of 10 years (OPEX) of AVLTs.
- II. All costs and tax components should be shown separately in the TENDER as per the Financial Bid Format.
- III. The price quoted shall remain "FIRM" for the entire bid validity period and without any escalation whatsoever.

22. Quantity allocation:

- I. In an event of L-1 vendor unable to meet delivery deadlines due to any reason, Department can go to the next bidder strictly in the order of their original position of the price bid to match the original price.
- II. The L1 vendor have to undergo Prototype evaluation process before release of purchase orders.
- III. All the quantity requirements shown herein are tentative and JKSRCTC at its discretion may further increase the quantities as per the actual requirement.
- IV. During the period of the contract, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the vendor shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates.

23. Delivery / Supply schedule:

- I. . The successful vendor has to supply, install and commission the AVLTs as per delivery schedules given.
- II. The successful vendor shall have to operate and maintain the AVL T system for a tenure of 10 years as per the SLA.
- I I . Delivery& installation of devices: within 45 days from the date of PO release by Departments.



25. Ethics

- I . Any attempt by a Vendor to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing TENDERS shall make the TENDER submitted by those Vendors liable for rejection/disqualification.

26. Indemnity

- I. The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfilment of the contract.
- II. Supplier agrees to indemnify, defend and hold JKSRTC and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by JKSRTC, arising directly or indirectly out of, or in connection with, Supplier's violation or breach of any of the terms of this Agreement or any act or omission to act by Supplier in violation of this Agreement. Department shall provide Supplier with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defence of any such claim .
- III. JKSRTC agrees to indemnify, defend and hold Supplier and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by Supplier, arising directly or indirectly out of, or in connection with, JSRTC's violation or breach of any of the terms of this Agreement or any act or omission to act by JKSRTC in violation of this Agreement. Supplier shall provide department with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defense of any such claim .

28. Familiarity with the terrain and supplier performance :

- I. It is expressly understood that all the vendors/OEM are familiar with the geography/topography of the JKSRTC fleet locations across Jammu & Kashmir and are satisfied that the devices and service that they are offering to department shall work effectively. No claim from any of successful vendors shall be accepted on account of non-performance citing reasons of bad connectivity or terrain related issues or any other issue, external or internal.
- II. It would be single responsibility of the vendor to provide the data in the desired format of JKSRTC for all the mandatory features. JKSRTC may extend any application support at its sole discretion.



29. QUALITY ASSURANCE:

- a. Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of JKSRTC departments, and as they may be amended from time to time in the sole discretion of departments. Supplier further represents and warrants that the Product shall be produced, manufactured, stored and shipped by Supplier in strict compliance with all applicable central, state and local laws.

30. Trademarks

- a. Supplier shall not, without prior written consent of JKSRTC use the trademarks or service marks or sales marks of departments in any manner whatsoever, unless, and then only to the extent, such use is authorized by departments in writing and then only in accordance with JKSRTC direction or specifications.

31. Intellectual Property, Proprietary Knowledge and Confidential Information (Excluding the information in the Public Domain)

- a. Supplier acknowledges that in connection with this Agreement, JKSRTC may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of department, but not limited to, trade secrets, intellectual property, future business plans and services, financial, sales, Supplier, customer, employee, investor, or other business information related to the business and activities of JKSRTC.
- b. All such information is hereby designated by JKSRTC to be Confidential and Proprietary Information. Supplier acknowledges and agrees that Confidential and Proprietary Information shall not be disclosed by Supplier or any of Supplier's employees, representatives, agents or contractor's without the express written permission of department. Notwithstanding the foregoing, Supplier, during the term of this Agreement, and in order to carry out its obligations under this Agreement may disclose Confidential and Proprietary Information to its EMPLOYEES solely for the purpose of performing its obligations under this Agreement, and only on a "need to know" basis. Supplier agrees that all of its employees receiving any Confidential and Proprietary Information shall enter into a separate written confidentiality agreement with Supplier that ensures the employee will comply with the confidentiality provisions of this Agreement. A copy of each such confidentiality agreement shall be provided to JKSRTC.
- c. All Confidential and Proprietary Information shall remain confidential until department designates it as non-confidential or until the information becomes public through no fault of the Supplier.
- d. Supplier shall not be liable for the disclosure of Confidential and Proprietary Information if made in response to a valid order of a court or authorized agency of government; provided that fifteen (15) days notice first be given to the department so a protective order, if appropriate, may be sought by JKSRTC.



- e. Supplier agrees that in the event Supplier or any of its employees, contractors, representatives, or agents breach the provisions of this Article, such breach or threatened breach would cause irreparable harm to department and in such instance, department shall be entitled to injunctive and other equitable relief to prevent such breach or to remedy any actual breach.

32. Miscellaneous

- a. The parties to this Agreement are independent contractors. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, a partnership, a franchise or an agency between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- b. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.
- c. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or operation of any other term, clause or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from the Agreement.
- d. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.
- e. Vendors or employees of vendor cannot claim or construed as employees of JKSRTC.

33. Compliance of the Laws of the land

- a. Supplier shall comply with all state and local laws and regulations regarding the Product manufacture and production, shall obtain all necessary licensing for the operation of its business and the production and manufacture of the Product, and shall further comply with all quality control standards promulgated by department from time to time.

34. Product Withdrawal

- a. If it is deemed necessary at any time by either department or Supplier or any local, state, or central governmental agency or other authority to recall or withdraw the Product produced by Supplier and being supplied to Department, either as a result of failure of the Product or Supplier to strictly comply with Department quality standards or any governmental health rule or regulation, or shall fail to comply with any other governmental authority or agency having jurisdiction, supplier shall bear all costs and expenses incurred by it and/or in complying with the recall or withdrawal procedures, unless (and only then to the extent) such recall or withdrawal is solely the result of the negligence or misuse by Department.
- b. If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the Department or any federal, state or local authority, Department shall take such action as it deems necessary to recall or withdraw the product from field (JKSRTC fleet in the field) and Supplier shall immediately reimburse for the costs and expenses incurred.



35. Re-Allocation / Cancellation of TENDER:

In case of failure on the part of the successful vendor to supply, install and commission the AVLTs within the stipulated date mentioned in the purchase order, Department at its sole discretion may cancel the purchase order in full, or part, and re-allot the same to next lowest vendor who otherwise fulfills all conditions or may go for retendering as per Tender Act.

Penalties:

- a. The penalty for late delivery & installation will be imposed at the rate of 0.5 per cent of the value of contract per week for maximum of 10% after which no delivery will be accepted and the Performance Bank Guarantee will be forfeited.
- b. Late delivery shall mean any day beyond 'firm' delivery date.
- c. Any violation of service support will automatically result in forfeiture of EMD/PBG.

36. Payment terms:

- a. JKSRTC to release 80% of the CAPEX value to the successful vendor against delivery and balance 20% after successful installation and commissioning of the AVLTs.
- b. The accepted OPEX charges on per device per quarter basis shall be released by JKSRTC to the successful bidder in advance.
- c. The successful vendor shall be empowered to charge against AMC (Annual Maintenance Contract on per device per year basis) post expiry of the warranty period only subject to the vendor's submission of AMC proposal and its due acceptance by JKSRTC.
- d. The vendor should submit the bills/invoices and order copy with satisfactory inspection report of the designated Technical Committee duly signed and accepted should be submitted at department in original. Three copies of each document should be made, and one copy handed over to the authority at delivery site.

37. Fraud & Corruption:

The vendors, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose of this provision, the following acts shall be considered as corrupt and / or fraudulent practices-

- a. "Corrupt Practices" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.



- b. "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c. "Collusive practice" means a scheme or arrangement between two or more vendors, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
- e. During the process of evaluation of a bid or proposal of a award of a contract, if it is detected that a vendor directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

38. Jurisdiction:

All disputes arising out of or in connection with this TENDER shall be referred to law courts within jurisdiction of State capital only.

39. Ownership of TENDERS:

All designs, drawings, specification sheets etc submitted remain property of Department.

40. Force Majeure:

- a. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



41. Dispute Resolution

- a. In the event that any default specified occurs, the service provider has to be provided a cure period to cure such default within a Period of 60 days.
- b. Upon the default remaining unresolved at the end of cure period, JKSRTC by a notice in writing has to inform the successful vendor of occurrence of such a default will grant 15 (fifteen) days time to the Successful vendor to make a representation in this regard.
- c. If this default remains unresolved after the representation and a dispute arises the dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the parties, and so notified by writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably by referring the dispute to the Managing Director, JKSRTC.
- d. In the case if a dispute or difference arising between the transport department and the service provider relating to any matter arising out of or connected with this contract is not resolved within a period of 15 (fifteen) days from the date of referring the dispute to the Managing Director, JKSRTC, such dispute or difference shall be referred to the award of Board of Three Arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- e. The Indian Arbitration and Conciliation Act 1996, (Act 26 of 1996) & the rules made there under and any statutory modification or re-enactments thereof shall apply to the arbitration proceedings.
- f. The venue of the arbitration shall be at Srinagar and the language of arbitration proceedings shall be English.
- g. The Contract rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceedings.
- h. Notwithstanding anything mentioned to the contrary anywhere in the Agreement, pending the submission of and/or decision on a Dispute difference or claim or until the dispute is arbitrated, the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award & the department will not have the right to withheld any of the payments of the service provider & shall release the payments as per the commercial terms & conditions of the contract.



42. Indemnity:

The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfilment of the contract

43. Governing Law:

The Contract entered into between the Company and the Supplier shall be governed by and interpreted in accordance with the Laws of India. The place of jurisdiction shall be the place where the Purchaser is located, unless otherwise specified.

44. Local Conditions:

It will be imperative on each vendor to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the vendor regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the items and services.

45. Authority for Signing Documents:

A person signing the TENDER Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his / her authority to sign such documents from the respective organization without which the bid will not be considered as valid and shall be summarily rejected.

46. Responsibility for Performance of Contract:

The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.

For and on Behalf of



JKSRTC, Jammu & Kashmir



List of Annexures

All vendors are required to submit all the information requested in below Annexures

Annexure – 1--DECLARATION FORM – ON VENDORS LETTER HEAD

Annexure – 2 --EVALUATION PROCESS

Annexure – 3--UNDERTAKING ON NOT BEING BLACK LISTED – ON LETTER HEAD

Annexure – 4--FORMAT FOR PRICE BID

Annexure – 5--FORMAT FOR PBG

Annexure – 6--QUANTITY REQUIREMENTS

Annexure - 7 --TECHNICAL SPECIFICATIONS for AVL

Annexure – 8--TECHNICAL FEATURES

Annexure - 9 --OPERATIONAL REQUIREMENTS

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Annexure-1

DECLARATION FORM – ON VENDORS LETTER HEAD (For AVLTS FOR
JKSRTC)

1. Name of the Organization:
2. Name of the Chief Executive Officer/MD& Address:
3. Address of the registered office:
4. Address of the Factory / Plant:
5. Number of employees:
6. Number of AVLTS installed and commissioned in, 2014-2015& 2015-2016, 2016-2017
7. Total turnover in 2014-2015 & 2015-2016, 2016- 2017

(Please submit company profile on separate sheet)

8. EMD details with TENDER form Rs. _____ I n words
(_____) DD.No:

Name of the Bank and Issued branch:

9. Declaration by the TENDER:

We here by certify and declare that we have read and understood all the terms and conditions of the subject TENDER and all the terms and conditions are acceptable to us.



SIGNATURE OF THE VENDORS WITH DESIGNATION & OFFICIAL SEAL
Annexure-2

Sl. No.	Technical evaluation	Elaboration	100	
1	Demonstrated level of understanding of GPS/AVLT.	Understanding of Scope of Work –5 marks Approach and Methodology – 5 Marks Experience of similar projects –10 marks Software solution design and Architecture –10 marks	20	Audited Tax returns for last three years
2	The participating vendors must have cumulative average annual turnover of at least Rs 5 Crore during last three years from activities related to GPS/AVLT.	Turnover>5 Cr-20 Turnover>3 Cr-10 Turnover>1 Cr- 5 Turnover< 1 Cr-2.5	20	
3	AIS-140, 2016(The specification, testing and certification of the aforesaid vehicle location tracking device and emergency button shall be in accordance with AIS-140, 2016. The vehicle location tracking device will be fitted either by the manufacturer or their dealer or the operator as the case may be as per AIS-140, 2016)		20	
4	Security		10	
5	Solution implementation within stipulated time frame	Stand-alone system implementation -> 5 Part of ITS system for a public Transport undertaking, with central command viewing system -> 10	10	
6	Having past experience reservation system (In one STU- 5 Marks, Two STUs- 10 Marks & Three and above STUs - 20 Marks.		20	
	Total:		100	



Annexure-3

UNDERTAKING ON NOT BEING BLACK LISTED – ON LETTER HEAD

We M/s Do hereby

Undertake that, in competing for (and, if the award is made to us, in executing) the subject for supply of Under CURRENT AVLT TENDER PUBLISHED ON ____ We shall strictly observe the laws against fraud and corruption in force in the country. We further state that, we have not been debarred/blacklisted by any Government organization in India till date.

S d/-

Signature of proprietor/ Partner/ Director

Designation:

Seal:



Annexure-4

PRICE BID-A (CAPEX)

S. No	Items	Make/Model/OEM	No of Units (Approx.)	Amount (INR)		
				Unit Rate	Applicable taxes if any	Total
1.	VTS/AVLS Devices		200			
2.	Installation and Commissioning of VTS		200			
Total "A"						

PRICE BID-B (OPEX)

S. No	Items	Quoted Annual Cost (Amount in INR) (Inclusive of taxes)					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
1.	VTS AMC Charges (All Hardware & Software)						
2.	Hosting charges						
3.	Internet Charges (Bus VTS Units)						
4.	Support Manpower Charges – 2 Resources at Central Office						
Total "B"							



Performance Security Bank Guarantee

..... (*Insert: Bank's Name and Address of Issuing Branch or Office*)

Beneficiary: (*Insert: name and Address of Purchaser*)

Date:

PERFORMANCE GUARANTEE No:

We have been informed that (*insert: name of Supplier*) has entered into Contract No. (*Insert: reference no of the contract*) dated With you, for the supply of (*insert: description of goods*).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we (*insert: name of bank*) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (*insert: amount in figures*) (.....) (*insert: amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the Day of, 2....., **and any demand for payment under it must be received by us at this office on or before that date.

** The guarantor agrees to extension of this guarantee for a further period of 4 years (One year extension on each request) in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.



Annexure-6

Technical Specifications for AVLT

s.no	Category	Requirements
1.a	AVLT Hardware features	AVLT should have Quad band GSM/GPRS Modem equivalent or better, with internal Flash Memory.
B		Built in Antennas for the GPS and GSM/GPRS connections are required.
C		AVLT unit must support any GSM card in India (different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India
D		The GPS receiver must have fast minimum 20 channels continuous tracking and the following re-acquisition functionality in terms: Cold start < 45 Sec, Warm start < = 38 sec, Hot start < = 12 sec, Signal re-acquisition = 100ms.
E		The device should have alerts on the following - low battery and power supply, disconnection of power supply, tampering with any input, speed
F		AVLT equipment should not undergo 'sleep mode' or 'dead mode' in any situation and should have auto refresh/awake functionality due to movement or any other vibrations. Later if required, JKSRCT may ask the vendor to configure the devices with auto sleep mode (when the vehicle stationary for more than certain period, etc.). Lack of internet connectivity for more than 20 minutes must restart the device automatically every 20 minutes till the internet connection is restored.
G		AVLT should have the following features: Tamper proof/dustproof /water ingress resistant (Spill Proof) .The device should perform reliably in mobile environment of JKSRCT fleet. It must be certified to be operable and stored for -40C to + 60C
h		Power input should support 8v to 28v
i		Accessories as required by JKSRCT along with required software should be provided by vendor as and when required.
j		Vendor has to arrange for colocation of services as a data centre/cloud computing.



k		Internal backup battery should be Li- ion providing 6 hours of backup
2	Sensitivity of AVLT devices	AVLT Should have high tracking sensitivity (least count around 10 Meters for Lat and Long and 10 Deg for Orientation) with built in GPS Antenna.
3.a	Acquisition of data	In case of no coverage the AVLT should be able to log up to 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into network coverage area. The store and forward mechanism in no case should result in loss of data packets.
b		When GPRS is not available and SMS is available the data needs to be stored at the same frequency as GPRS however transmission through SMS should be every one minute
c		Immediate shifting to SMS mode when GPRS is not available and sending SMS for every 1 minute is required
d		The data packet received at the cloud end should have the following fields. Unit ID, Latitude, Longitude, Speed, Time Stamp, Distance travelled and Orientation (azimuth), all analog and digital inputs, of the vehicle. GPS fix.
e		The AVLT device should capture the movement in & out from GPRS covered zone to non –GPRS coverage and its return to GPRS coverage area with the location coordinates and date and time stamp.
f		All information coming from the AVLT device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM NO, Unique ID predefined by JKSRTC.
g		All Way-out points and special event points out of AVLT (Latitude, Longitude) should be of Decimal DegreesWGS84 format and should contain minimum of 6 decimal places and should not contain any Null Lat or Null longs.
4	Capture location data of	When an JKSRTC fleet traverses the same point more than once, at different times, the coordinates that are sent by the AVLT should not vary in their projection on any reference map data more than 10 Meters. This also applies to forward and backward passes (either X, or Y coordinates as appropriate) while passing or halting at the same landmark.
5.a	Data Transmission	AVLT data need to be sent to cloud located at JKSRTC premises directly from the devices without an intermediate cloud/colocation.



b		The system should support S MS based commands including S MS to clear the stored data packets, to reboot the device and to re-configure the cloud I P.
6.a	Configuration parameters	AVLT Vendor should have a Provision of a mapping table (master table) through software, to map AVLT Buses with their Location IDs at the Cloud
B		Each AVLT device should be able to store primary and backup I P Settings, the IP settings should be configurable from the cloud side. All alert parameters within the device and transmission intervals should be configurable from cloud side. Firmware upgrades should be possible from cloud side/OTA command.
c		Cloud side application supplied by the vendor has to provide the functionality necessary for adding and deleting of units to the system, switching-off units within the system, update time interval for messaging, start stop the updates and other AVLT System maintenance Functions.
d		The AVLT device should be capable of transmitting data with minimum time gap of 30 seconds and should be configurable from the cloud side for higher time intervals. The captured data should come into the cloud in the designated M-SQL table/Postgre S QL/My-SQL.
7.a	Installing Hardware and software components	AVLT components must be capable of being installed and operational as specified on any of the JKSRTC fleet. Arranging specific mounting accessories etc. at the places inside the vehicle and at cloud end with their configurations as specified by JKSRTC is the responsibility of the vendor.
b		During initial Installation, Configuration and Integration of the solution, vendor's experts have to physically available at respective JKSRTC's.
8	Licensing	Vendor need to accommodate Perpetual license for Cloud side software and device usage. Updates and upgrades should be free in the maintenance period and further yearly maintenance schedule and cost should be provided, the vendor needs to include the Customization of Server-side Software in his scope (supplied by Vendor) as per the requirements of JKSRTC.
9	Product Architecture	Vendor has to provide the Architecture of the product /Solution and all technical documents /help files



10.a	Server side application	Server side application should support MS SQL/ My SQL Server and in the table structure provided by JKSRTC – open source data base structure or Post GRE SQL Cloud should be provided and must work ideally with any OS/ Open Source Software.
b		Vendor should install his web services or remote services at AVLT cloud in department, to pull the data into S QL S erver/ Postgre S QL from the respective devices. The application has to provide an interface to monitor any AVLT unit statistics such as average throughput, GS M,GPRs channel transmission and reception statistics and host activity statistics for monitoring the health and performance of the devices
11	Support	Vendor should make available a 02 technical representative at JKSRTC state office during the Implementation phase as per the terms of the Purchase Order.
12.a	Documentation	Format of data from AVLT to JKSRTC in cloud, should be provided in the form of document.
b		Detail description should be provided with respect to the Key alerts and data tables and columns created in S QL table/ Postgre S QL .
13.a	Training	Training the EMT, Pilot & supervisory staff on installation, use & Troubleshooting of AVLT (including related user / adm in manuals)
b	Certifications	one or more of UL, C E, FC C certifications are required



Annexure-8

Technical Features

S .no	Description
1	Live Tracking
2	Group Tracking
3	Navigation History Playback & Tracking
4	S peed alert
5	Geo -fencing alert
6	Vehicle location alert
7	Trip Details
9	SoS alerts
10	Low Battery alert
11	Easy Device, Vehicle & Driver mapping features
12	self-mapping with vehicles
13	Easy configuration settings by Admin
14	Role based user control
15	ignition on/off
16	Application for tracking on mobile
17	Mail alerts optional
18	GS M Model based Auto S MS on request based.
19	Any additional customization based on requirement an etc.



Annexure-9

<u>Operational requirements</u>	
S .no	Description
1	ALL the devices should have an uptime of 99.99%. If any device is not working needs to be rectified or replaced as per tender point no. 5 (III) else Rs.500/- will be imposed for each device from 1st day. In case of Failure, the percentage of down time will be deducted from the total bill on day basis.
2	Dedicated Manpower the HQ should be provided by the vendor and for issue related to on field support also need to be taken care by the vendor.
3	No extra charges will be paid for on field support or for buffer stock.
4	Sim need to be taken care by the vendor himself and JKSRTC is not responsible for any kind of network related issue and no excuses will be entertained.
5	Installation cost for device need to be taken care by the vendor and no extra charges will be paid for first time or later.
6	No extra charges will be paid for customization of report in contract period which were requested by JKSRTC.
7	Web portal access with real-time tracking ,dash board and reports need to be provided as desired by JKSRTC
8	Vendor needs to sign a Non-Disclosure agreement pertaining to the same
9	Integration of AVL Data with ERC application is must

Sr. No	Page/ clause	Existing clause
1	Page No 1	The sealed bid shall be submitted in person or post by or before 10.01.2018 in the office of PA to Managing Director, JKSRTC at below mentioned address:-
2	Page No 1 Preparation Tender Document Cost	Tender Cost Demand Draft In favor FACA0,JKSRTC or FA&CAO ,JKSRTC,Jammu
3	Page No 5 :Eligibility Criteria Clause No :III	Only those vendors who have existing support and service network in Jammu & Kashmir, only need to participate.(Proof to be submitted at along with technical bid for the presence of field service network.)
4	Page No 6 : Technical Evaluation	Technical Evaluation Criteria (Marking)
5	Page No 7 Scope of Delivery Clause II	Cloud side configuration at departments.
6	Page No 9 : Clause Prototype Evaluation	Proto type evaluation: a. Tender opening : Day-1 b. Submission of Prototype for demonstration : Day-1 c. Prototype approval and technical clearance by JKSRTC: Day 25
7	New Addition	New Addition
8	Page No 29 Annexure 8 Technical Features	Point no 8 is missing
9	RFP Copy	annexure 7

Revised Clause	
it is clarified that technical physical copy need to be submitted at the office same should be upload on E portal website https://jktenders.gov.in/nicgep/app till 10/01/2018 at 18:00 pm financial to be uploaded on eportal website	
it is to be noted the DD should be in favor of FA&CAO,JKSRTC Jammu	
	0
Clause Deleted	
No Physical Server required .cloud storage to be provided	
No physical Document to be submitted No prototype(sample of VTS Device) required	
Addition: A detailed technical write up shall be mandatorily submitted by the prospective bidders along with all the other documents in compliance with the pre-qualification and technical eligibility criteria's. Also the bidder shall have to give a POC to JKSRTC. Evaluation of the POC shall be carried out at the sole discretion of JKSRTC.	
Deleted.	
Not Exist	