



**Request for Proposal (RFP),**  
**for**

**Selection Of Consultant to Provide Consultancy**  
**Services for**  
**Integrated Digital Traffic Enforcement System (IDTES)**

**Bid Reference : KSIDC -IDTES-SBG/1-Nov-2017**

**eTender Portal : <https://etenders.kerala.gov.in/>**

**Selection of consultant to provide consultancy services for Integrated Digital Traffic Enforcement System (IDTES)**

Request for Proposal (RFP) are invited by Deputy General Manager (Strategic Business Group), Kerala State Industrial Development Corporation Ltd, Keston Road, Kowdiar, Trivandrum – 695 003 for **“Consultancy services for Integrated Digital Traffic Enforcement System (IDTES)”**

1.	RFP NO.	:	KSIDC -IDTES-SBG/1-Nov-2017
2.	Name of work	:	Selection of consultant to provide consultancy services for Integrated Digital Traffic Enforcement System (IDTES)
3.	Processing fee / Tender Fee	:	Rs.15,000/- (Rupees Fifteen Thousand only), non-refundable, through any modes of e-Payment as specified in the e-procurement portal.
4.	EMD	:	Rs. 10,00,000/- ( Rupees Ten Lakhs Only) through any modes of e-Payment as specified in the e-procurement portal.
5.	Dates of Downloading the RFP document	:	22.01.2018 to 05.02.2018 up to 1400 hrs.
6.	Pre-Bid meeting	:	30..01..2018 at 1100 hrs at KSIDC, Trivandrum office ( Pre – bid queries to be intimated in advance)
7.	Publishing clarification regarding pre bid queries	:	31..01..2018
8.	Last Date of Submission of Bids	:	On or before 05..02..2018 by 1500 hrs
9.	Opening of technical e-bids	:	08.02.2018 at 1100 hrs.
10.	Date & Time of Technical Presentation by shortlisted bidders	:	Will be informed later
11.	Opening Financial bid	:	Will be informed later
12.	The Place of Submission of Tender and Opening of Tender	:	Kerala State Industrial Development Corporation Ltd, Keston Road, Kowdiar, Trivandrum – 695 003.



**Table of Contents**

e-Bid NOTICE ..... 4

SECTION I: LETTER OF INVITATION ..... 5

SECTION II: INSTRUCTIONS TO BIDDERS (ITB) ..... 6

SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS..... 22

SECTION V: TECHNICALPROPOSALSUBMISSIONORM.....30

## **e-Bid NOTICE**

### **Selection of Consultant to Provide Consultancy Services for Integrated Digital Traffic Enforcement System (IDTES)**

Online e-bids are invited from reputed National / International Consultant Companies, with adequate experience in Integrated Traffic Management/Enforcement sector within/outside the country and good track record to **PROVIDE CONSULTANCY SERVICES FOR INTEGRATED DIGITAL TRAFFIC ENFORCEMENT SYSTEM (IDTES) from 22<sup>nd</sup> January 2018 to 5<sup>th</sup> February 2018.** The e-Bids shall be opened on the 8<sup>th</sup> February 2018 at 11:00 A.M. or afterwards. The details of submission of e-Bids are available in the e-Bid document uploaded on the e-tender portal <https://etenders.kerala.gov.in> and KSIDC website [www.ksidc.org](http://www.ksidc.org) The Corporation reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

Managing Director  
Kerala State Industrial Development Corporation Ltd (KSIDC)

**Bid Reference : KSIDC -IDTES-SBG/1-Nov-2017**

## **SECTION I: LETTER OF INVITATION**

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids to PROVIDE CONSULTANCY SERVICES FOR INTEGRATED DIGITAL TRAFFIC ENFORCEMENT SYSTEM (IDTES) in National Highways/ State highways/Main district roads/ in corporations & municipalities in Kerala having optimal traffic density. Bidders are advised to study the e-Bid document carefully.
2. Only those Consultant Companies (having registered full- fledged functional office in India) who have adequate experience in providing consultancy for integrated Traffic Enforcement/Management Systems within India and/or abroad are eligible to participate in this Tender. e-Bids submitted by any other bidders will be treated as non-responsive and will not be considered against this e-Bid.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The e-Bid document is available on e-tender portal <https://etenders.kerala.gov.in> and also on KSIDC's website [www.ksidc.org](http://www.ksidc.org) Interested Bidders may view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal <https://etenders.kerala.gov.in>, up to the date and time mentioned in the table below:-
5. KSIDC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
6. All the required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <https://etenders.kerala.gov.in>.

## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

### 1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. **"The Consultant" means only those Consultants who have good track record, prior experience in Integrated Digital Traffic Management / Enforcement projects of above Rs. Fifty Crores (Rs.50 Cr) and who have executed such projects or provided consultancy services for such projects within/outside the country. Preference will be given to consultants who have carried out similar projects in developed countries or countries where traffic management system is far better than that prevalent in India.**
- b. "e-Bid" means the Technical proposal and the financial proposal.
- c. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- d. "Scope of work" (SOW) means Scope of work mentioned in Section Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, payment terms, timelines and respective responsibilities of the Purchaser and the Bidder.
- e. "The Contract" means the tripartite agreement entered into between KSIDC , Home Department / Police Department Govt. of Kerala, and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- f. "The Contract rates" mean the charges for the various consultancy assignments payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- g. "Services" means the Consultancy services and other obligations of the Consultant covered under the Contract;
- h. "Day" means a calendar day.
- i. The "End-Customer/Client Department" means the **(Home Department / Police Department Govt. of Kerala).**

## **2. THE BIDDING DOCUMENT**

### **1. Availability of e-Tender Document**

This e-tender document is available on the e-tender <https://etenders.kerala.gov.in> and also on KSIDC's website to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-tender document only on e-Bid portal <https://etenders.kerala.gov.in>

### **2. Contents of e-Bid Document**

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the e-bid document. The e-bid document includes:

e-Bid NOTICE

SECTION I: LETTER OF INVITATION

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)

SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS

SECTION V - STANDARD TERMS AND CONDITIONS

SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM

The Bidders are advised to examine all the instructions, Forms, terms and conditions, requirements and qualifications in the e-tender documents. Bidders are advised not to alter/ delete the text/ format on the Technical Proposal Form. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-tender document in every respect will be at the Bidder's risk and may result in the rejection of his e-Bid.

### **3. Clarifications of e-Tender Documents**

A prospective Bidder requiring any clarification of the e-tender documents may raise his point of clarification through e-mail [anoop@ksidcmail.org](mailto:anoop@ksidcmail.org). Clarifications on e tender document shall contain details like RFP page No, clause No. tender clause, description change requested and justification for the change



#### 4. Amendment of e-Tender Document

At any time prior to the deadline for submission of eBids, KSIDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-tender document by amendments. Such amendments shall be posted/ uploaded on the e-tender portal <https://etenders.kerala.gov.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective Bidders to check the e-tender portal <https://etenders.kerala.gov.in> and [www.ksidc.org](http://www.ksidc.org) from time to time for any amendment in the e- Bid document. In case of failure to get the amendments, if any, KSIDC shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, KSIDC at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-tender portal <https://etenders.kerala.gov.in>

### 3. PREPARATION & SUBMISSION OF e-Bids

#### 1. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components: e-Bids - e-Bids will comprise of :

- a) **Technical proposal submission form Annexure I - IV**
- b) **Financial proposal submission form - Annexure V**
- c) **Proposal Submission form Annexure VI**
- d) **Format of Bank guarantee towards performance security- Annexure VII**

#### 2. Documents to be submitted by the Bidder

The Bidder shall furnish, as part of **Technical Proposal (Annexure I - IV)**, documents establishing the Technical qualifications like registered office in India, team composition, CV of the resources, project experience etc. to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in **Section IV of e-Tender document.**

### **3. Period of Validity of e-Bids**

e-Bids shall remain valid for 120 days after the date of opening of e-Bids prescribed by KSIDC. An e-Bid with validity of a shorter period than specified, shall be rejected by KSIDC as non-responsive.

### **4. Prices**

- a) The Prices shall be quoted in Indian Rupees (INR).
- b) Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement 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 Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by KSIDC/Home Department, GoK, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable. All applicable taxes must be shown separately. If taxes are not shown separately the amount quoted shall be considered as all inclusive.
- c) The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected.
- d) The prices, once offered, must remain fixed and must not be subject to any 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.

### **5. Format and Signing of e-Bids**

The Bidder shall prepare one electronic copy for the e-Bids. All the pages/documents of the e-Bid shall also be duly signed and should be uploaded as PDF as bidding documents.

### **6. Submission of e-Bids**

The Bidders should submit their bids online only in the Submission module of procurement website <https://etenders.kerala.gov.in>

Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

Technical Bids will be electronically opened at **11:00 AM on 08<sup>th</sup> February 2018 at** KSIDC, Keston Road, Kowdiar, Thiruvananthapuram. The opening of financial bid will be intimated subsequently. The financial bids of shortlisted bidders (bidders receiving 70 marks & above based on the Technical presentation) alone will be opened.

At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time.

## **7. Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-tender portal <https://etenders.kerala.gov.in>, not **later** than the date and time specified in this e-tender document.

KSIDC may extend this deadline for submission of e-Bids by amending the e-tender document in which case all rights and obligations of the KSIDC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

KSIDC shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <https://etenders.kerala.gov.in> **as mentioned in the RFP.**

## **8. Late e-Bids**

The server time indicated in the Bid Management window on the e-tender portal <https://etenders.kerala.gov.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

## **9. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the bidding documents may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website <https://etenders.kerala.gov.in> .

## **10. Withdrawal and Resubmission of e-Bids**

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e- Bids submission end date and time.

## **11. Receipt and Opening of e-Bids by the Purchaser**

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by a Consultant' Evaluation Committee (CEC) members constituted for this tender, in KSIDC.

KSIDC will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **11:00 AM on 08<sup>th</sup> February 2018 at KSIDC, Keston Road, Kowdiar, Trivandrum-695003**. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

The bidders shortlisted for making a technical presentation before the C E C shall be notified subsequently. Financial bids of eligible final bidders, who have scored 60 marks and above for the Technical parameters, alone will be opened.

## **12. Notification of Award to Bidder**

Prior to the expiry of the Bid validity period, KSIDC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, KSIDC will return the EMD of each unsuccessful Bidder.

## **13. Signing of Agreement**

After KSIDC notifies the successful Bidder that its proposal has been accepted KSIDC, Home Department / Police Department shall enter into a Tripartite Agreement with the successful Bidder.

## **14 Failure to abide by the Agreement**

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 KSIDC may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

## **15. Bank Guarantee for Performance**

The successful Bidder shall at his own expense may deposit with KSIDC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from KSIDC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to KSIDC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.

**This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value.** All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Agreement period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months after the agreement period, the Performance Bank Guarantee may be discharged/ returned by KSIDC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

## **16. Cost of preparation of eBids to be borne by the Bidders**

Cost of preparation of the Bids shall be borne by the Consultant/ Consultancy concern regardless of the outcome of the bids.

## **17. Earnest Money Deposit**

The bidder will pay an EMD of Rs.10,00,000/- (Rupees Ten Lakhs Only) through any modes of e-Payment as specified in the e-procurement portal. The proposal shall be rejected in e- portal if EMD is not paid. The EMD shall be refundable no later than 30 (Thirty) days after completion of selection process, except in case of the Selected Bidder whose EMD shall be retained till Service Contract is executed.

## **SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)**

### **1 BACKGROUND**

- 1.1 Kerala is stated to be one of the top accident prone states in the country with nearly 40,000 accidents yearly and 4000 lives lost every year. Kerala government and Kerala Police has set a vision of bringing this accident rate by 50% in the next 5 years. The Government intend to bring the traffic enforcement under a complete digital framework in order to achieve this vision.
- 1.2 While the Government has implemented Traffic Management Solutions in the past comprising a Traffic Enforcement system which includes Speed Limit Violation Detection System (SLVD), Red Light Violation Detection System (RLVD) in multiple locations, they now intent to have an integrated system across the state covering all National Highways/ State Highways/Main district Roads/Municipalities & Corporation having optimal traffic density.
- 1.3 While the current systems are being implemented by multiple agencies like Motor Vehicles Department, Kerala Police etc, the Government intend to develop an integrated system now. To realize the benefits of Integrated Digital Traffic Enforcement System (IDTES), it is pertinent to adopt an approach that includes technology based regulation, intervention, information and enforcement system to improve the mobility, discipline and safety on the roads. Therefore, IDTES is envisaged with multiple applications, including cameras to detect over speeding at a particular point or over distances, lane jumping, red light violation, speed violation non wearing of seat belts/ helmets etc. Variable message signs, control signals, dynamic traffic signs and special vehicle to detect drunken driving which will ensure that the intended outcomes will be accomplished.
- 1.4 At present in the area of Traffic challans, there exists in the State different kinds of Traffic enforcement challans like –traffic notices, TR-5 challans - Challans given for on the spot fining, No Parking slips, Keltron over speeding notices, Control room postal notices, notices given to Courts, SBT Traffic Challan in Tvpm City. The project aims to eliminate this Multiplicity in Challans, which is the main block in creating a data base of Traffic offenders and envisages the introduction of a complete digital payment system of traffic fines, by integrating the various traffic notices we presently have in Kerala police into a 16 digit unique and Integrated Traffic challan.

- 1.5 Kerala Government departments - Police and Traffic Enforcement wants to replace the human element to the extent possible by replacing the same with a host of cameras, equipment's and vehicles for an effective way to assure instant delivery of citizen service, slap higher penalty to repeated traffic offender and make the roads a safer place in Kerala.
- 1.6 Kerala State Industrial Development Corporation Ltd. (KSIDC) has been appointed as the nodal agency for identifying a consultant to PROVIDE CONSULTANCY SERVICES FOR INTEGRATED DIGITAL TRAFFIC ENFORCEMENT SYSTEM (IDTES), on behalf of Government of Kerala. KSIDC invites Expressions of Interest from renowned consultancy group to undertake detailed studies and to prepare a DPR and an RFP to select an integrated Traffic Management system.

## **2 OBJECTIVES**

With a view to ensure safety on roads and to prevent accidents due to over speeding, it is proposed to implement an Integrated Digital Traffic Enforcement system in all National Highways/ State Highways/ Main District Roads/Corporations & Municipalities having optimal traffic density. The main objectives of this project are as below:

- To reduce the rate of accidents by putting up a secure enforcement system
- To make the enforcement system totally digital
- To replace human element through Cameras and other equipment
- To reduce rate of accidents considerably
- To build an integrated database and enable a system of data analytics
- To ease the work of Police / MVD
- To provide support in crime investigation.
- To ease the harassment of erring drivers
- To ensure a more efficient system of fine collection
- To build an integrated data base of offenders
- To implement trigger based alert system for better management of security breaches
- To implement Real time information on traffic density, congestion, quality of roads , pollution, accidents etc

Integrated Digital Traffic Enforcement System (IDTES) will integrate various sub systems (such as CCTV, Vehicle detection, communication, variable message signs etc.) in a coherent single interface that will provides real time data on status of traffic and predict traffic conditions for more efficient planning and operations. A state of the art data analytic system that will provide details like traffic conditions, congestion, quality of roads , pollution, accidents etc. Thus, a system such as IDTES shall aim to help police /other stake holder departments to take proactive/ reactive measures and ensure safe & smooth environment on road. This will be seamlessly integrated with other state initiatives like Dial 100 network, Highway policing etc. It should provide live feeds and alerts to all stake holders / departments and should also integrate with public / private CCTV systems on need basis.

The mission of IDTES would be to:

- Reduce vehicle congestion on roads based on optimized signaling
- Reduce the rate of accidents through a secure enforcement system
- Efficiently detect red light violations, over speeding, non-wearing of helmets/ seat belts, drunken driving and lane change violations and
- Identify and track vehicle registration number
- Reduce rate of accidents through efficient enforcement
- Establish City Traffic Management Centres (CTMC) at identified cities and one State Traffic Management Centre (STMC)
- Optimize Travel Speed
- Reduce journey time
- Decreased Stoppage Time
- Prosecution of Traffic Violators and traffic law enforcement
- Dissemination of information to commuters on the move
- Parking Management (detecting parking in no parking zones)
- Coordinated Red Lights & Optimized signaling
- Integrated database
- Data analytics and big data analysis
- Real time information on traffic density, congestion, quality of roads , pollution, accidents etc
- Traveler information system like route diversion, alternate route, distance to the destination, travel time etc.



To Summarize, IDTES will have the following components

1. 'Intelligent' Transportation System

- Automated Signalling System
  - Signals centrally controlled from Traffic Management Centre
  - Centralised monitoring and maintenance
  - Hybrid power sources
- Signal Synchronisation
  - Vehicles travelling at specified speed always get the green light through successive intersections in specified corridors
- Pedestrian Signals
  - Exclusive pedestrian phasing
  - Accessible pedestrian devices
  - Enhance pedestrian safety for the differently abled
- Corridor Management
  - A corridor means single or multiple routes or facilities
  - Optimization of main and arterial roads, public transport, cycle ways
- Incident Detection System
  - Congestion, accident in a stretch
- Area Traffic Control System
  - Coordination of traffic signals at an area level based on real time traffic conditions
  - Reducing congestion
- Variable Message Signage
- Emergency service vehicle priority at signalized intersections
- Setting up of City Traffic Management Centres (CTMC) in locations as identified and State Traffic Management Centre (STMC).

2. Setting up of State Traffic Management Centres (STMC) & City Traffic Management Centres (CTMC)

- Design for setting up civil/ electrical/IT & Non IT layout & equipment deployment and design of integrated portal
- Traffic signals
  - Receiving real time information/data
- Surveillance cameras
  - Beaming live images
- Enforcement cameras
  - Recording and beaming traffic violation data on speed violations, lane violations, rule violations, drunken driving etc

- VMS to give real time traffic information to public
- Automatic alerts to central control centre and timely management of security breaches
- Traffic data analysis and big data management

### 3. Web based and mobile application

There would be a Central and violation processing administration application which will be hosted in Control Room server. Application running from Control room server will consists of Masters, User creation, Settings, Entry & Exit point of vehicles, Intelligent Mapping Technology, and Report Gallery. The application would have feature for Number plate detection, Assigning Vehicle Tag id, speed calculation from one point to next point of entry will be automated and done as a background process. Data pushing (to Main server, Violation/ Monitoring System database and Mobile application database) of over speed detected vehicles and all the entry & exit vehicles will be done as a background process. The PMC need to design the software & hardware based on the web & mobile applications to be hosted at STMC/ CTMC.

### 3. Scope of work of the consultants

The scope of work of the consultant would be as below:

#### **Phase A – Design Phase**

1. Prepare an As- Is, Where – Is report on the existing traffic management system and infrastructure and ensure adaptability to the new system.
2. Study of best practices of Integrated Traffic Management Systems within and outside the country
3. Preparation of Inception Report viz-a -viz the state of the art traffic enforcement/ management system in other developed countries.
4. Suggestive design of IDTES.
5. Need assessment based on discussion with key stakeholders.
6. Study of existing IT-enabled Citizen Centric Services e.g. Dial 100, CCTNS etc.
7. Field survey to identify the junctions in the identified cities as per local requirement.
8. Design an architecture for data mining / analysis (Traffic / Accident data)
9. Design technology solution for Integrated Traffic Management & Enforcement System.
10. Design of capability and solution for operationalization of the State Traffic Management Centre and State Surveillance Centre with impetus on creating an integrated database and state of the art data analytic system.
11. Design of specifications of all the equipment's to be procured for the project

12. High level technology design and identification of functional requirements of the solution
13. Design of DPR for implementing IDTES
14. Preparation of detailed financial estimates for the identified initiatives/projects.

**PHASE-B (Selection of System Integrator(s) (SI) for IDTES)**

1. Defining Scope of Work in consultation with the Government functionaries and other Stakeholders for Selection of System Integrator(s) (SI).
2. Incorporating the latest technology standards & guidelines in preparation of RFP for SI.
3. RFP(s)/RFQ (s) / All relevant document preparation for selection of System Integrator(s) (SI) for IDTES
4. Bid Process Management.
5. Drafting of Agreement(s) to be signed between SI and other stakeholders.
6. Assist in issuance of Lol and signing of Agreement with System Integrator(s) (SI).

**4. Geographical scope**

All National Highways/ State Highways/ Main District Roads/ Corporations & Municipalities having optimal traffic density

**Timeline-**

<b>No:</b>	<b>Activity</b>	<b>Duration from date of commencement</b>
1.	Submission of As – Is , Where – Is report	3 Weeks
2.	Submission of Interim Report	1 1/2 Months
3.	Submission of Draft DPR	2 Months
4.	Submission of Final DPR	3 Months
5.	Approval of Final Report	3 1/2 Months
6.	Floating Bids	4 Months
7.	Finalizing Implementation Partner	5 Months

**5. Resource Deployment (Number of Experts, kind of expertise & qualification required)**

Bidders shall be required to deploy an appropriate team consisting of Consultants as per below mentioned requirements. The Bidder shall deploy requisite number of personnel's depending on the allotted work, however Bidder need to provide following resources mentioned in table below for the assigned consultancy work and these resources plus additional resources (if required) shall have to be deployed by the Bidder on engagement for identified task as indicated. The bidders shall submit a detailed manpower deployment plan ( on site & off site) for all resources being deployed during the project period.

The expectations on the resources that would be proposed for the project are as follows:

- a) The team together should have a mix of experts as per the requirement of the project.
- b) The team should consist of resources with prior experience in IDTES/ specific traffic management projects/procurement/Technical competence.
- c) The Bidder shall make sure apart from the Traffic and Transport Domain Expert, CCTV & Command Center Expert, IDTES expert, **no other resource would be outsourced** till the project execution/completion, not adhering to this would be considered violation of the RFP terms & condition and liable for suitable actions deemed fit by Client Department.
- d) In case of replacement of Onsite resource(s) or deployment of additional manpower, if any, the decision of Department shall be final and binding. Following is the indicative manpower required during the entire project period

S.N.	Type of Resource/ Expertise	Number (Minimum)	Remarks
1.	Project Manager	1 (Delivery, Milestones & Project Management)	Complete duration of the Project
2.	Traffic Engineering and	1 (Traffic and Transport Expertise)	For the entire duration of the project

	Domain Expert		
--	---------------	--	--

3.	Data Analytics & Data Management expert	2 (Big data management experts)	For the Complete duration of the Project
4.	CCTV & Command Center Expert with experience in video analytics	1 (CCTV and Command Center Design, architecture and video analytics experience.)	For the entire duration of the project
5.	IDTES Expert	1(IDTES Design, architecture and technical experience in Traffic enforcement system implementation)	For the entire duration of the project
6.	Senior Consultant	1 (Experience in RFP Preparation, Bid Process Management, Preparation of escalation mechanism , SLA criteria, etc)	Complete duration of the Project. Should have specific experience in Network Design as well. One resource will be dedicated for IDTES
7.	Consultant	1 (Technical resource, Bid Process Management, Preparation of Reports etc.)	Complete duration of the Project. One resource will be dedicated for IDTES

Other than the above, **A Project Head** will be nominated by the Bidder who shall not be deployed on the project but will be stationed in Kerala and shall be responsible for the accountability of the whole project, escalations, if any. However, if any other Expert is required as per project's requirement, then it shall be the bidder's responsibility to provide the same. The charges of the expert shall be mutually agreed upon.

In the case of consortium/ JV, the **Domain Expert** should be from any of the consortium partners and not be outsourced.

## 6. Payment:

Payments for the contract will be based on approval of the Client Department on the deliverables submitted by the Successful Bidder. The payments will be as per the following schedule:

### For IDTES Project:

S.N.	Milestone	% of Total Fee	Basis of approval
1.	Submission of As – Is , Where – Is and Inception Report including Suggestive design and technology for IDTES	<b>10%</b>	On Approval by Client
2.	Submission of Draft Detailed Project Report for IDTES, including phased costing for the project	<b>15%</b>	On Approval by Client
3.	Submission of F i n a l Detailed Project Report for IDTES,	<b>20%</b>	On acceptance by client
4.	Submission of final RFP for selection of SI	<b>15%</b>	Copy of NIT publication
5.	Identification of successful system integrator	<b>20%</b>	Copy of Lol
6.	Selection of SI and issuance of Lol	<b>10%</b>	Copy of draft Agreement
7.	Signing of Agreement with SI	<b>10%</b>	On signing

Notes: Consultant has to ensure timely delivery of deliverables as per milestones defined above.





**SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS**

**1) Pre-Qualification criteria**

Sections	Specific Requirements	Supporting Document Required
Legal Entity	The Bidder must be a company registered in India under companies Act and should have been in operation for a period of at least 5 years as on 15-Aug-2017. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 5 years in Business Consulting as on March 31, 2017.	Incorporation / Registration Certificate
Financial Capacity	The annual turnover of the Bidder during each of the last 3 financial years (i.e., 2014-15, 2015-16 and 2016-17) shall not be less than Rs 25 (Twenty Five) Crores with positive net worth.	Certificate from statutory auditor /audited financial statements for the three previous financial years with CA's Registration Number / Seal.
Employee Strength	The company should have at least 50 full time / permanent technical Staff on its rolls as on 31 <sup>st</sup> March 2017	Certificate by competent Head HR of the company
Specific Experience	The bidder should have experience in successfully implementing / providing comprehensive advisory and consultancy service in an Integrated Digital Traffic Management / Enforcement project of not less than Rs.50 Crores within and outside the Country( preference to be given for	Copy of the work Order, project implementation and Completion Certificates ( signed & sealed). Details of the work/tender to be provided for



Sections	Specific Requirements	Supporting Document Required
	projects in any developed country/country with state of the art modern traffic management system	evaluation of the scope of work.
Blacklisting	"The bidder should not be blacklisted, suspended or terminated by any agency of the central/ state government, public sector undertaking at the time of bid submission	Self-certification. False certification and/or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting in the State of Kerala

The eligible consultants shall be required to submit self-attested copies of the following along with the application:

Documents verifying the claim as per above including the appointment letter or work order or contract agreement or letter of successful completion from the client.

Details of Permanent Account Number (PAN) GST Registration Certificate

The Demand Draft favouring KSIDC Ltd towards EOI fee in original. Income tax return of last 3 financial years.

Detailed organizational structure including technical manpower.(Form A)  
Copy of GST registration & PAN No

### **Bid Details**

- a)** Bid should comprise of following sections:  
 Technical Bid  
 Financial Bid

- b)** Both the bids must be submitted separately on e-tender portal <https://etenders.kerala.gov.in>

Prices should not be quoted in the Technical Bid but only in the Financial Bid.

## 1. Evaluation of Technical Bids: -

Constitution of Consultant Evaluation Committee (CEC)

The evaluation of the e-bids shall be carried out by Consultant Evaluation Committee (CEC), which shall be constituted by GoK. The CEC will evaluate the tenders in two stages i.e. Technical & Financial.

Technical bids should be analyzed and evaluated by a Consultancy Evaluation Committee (CEC). Technical bids in the following conditions will be summarily rejected as being non responsive

Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

Technical Qualification: The consultant evaluation committee (CEC) shall evaluate the bids for short listing, inter-alia based on their past experience of handling similar types of projects, strength of their manpower and presentation as detailed here under

**In the case of Consortium/ Joint Venture , the consortium/ JV partners shall together meet the required eligibility criteria.**

SN	Requirement in RFP	Marks	Supporting Documents Required
<b>Relevant Bidder Experience and Resources (Maximum Marks 50)</b>			
1	Should have provided an end to end consultancy for at least one (01) IDTES/ similar Traffic related project (as detailed in clause 2) of not less than Rs. 50.00 Crores within or outside India in the last 5 financial years	<b>10 Marks</b>  2 Projects – 10 Marks 1 Project – 5 Marks	LOI/Contract & Completion Certificate from the client
2	Should have provided consultancy for at least one major IDTES / similar traffic related project in any developed country/country with state of the art modern traffic management system within last 5 financial years	<b>10 Marks</b>  2 Projects – 10 Marks 1 Project – 5 Marks	LOI/Contract & Completion Certificate from the client
3	Should have experience of IDTES/Transport consulting projects with Government/ Traffic Agencies/ Public Sector Organizations etc with total project cost of more than Rs. 10.00 Crores in last 5 financial years	<b>10 Marks</b>  2 Projects – 10 Marks 1 Projects – 5 Marks	LOI/WO/Contract/ client certificate



4	Should have experience in projects involving comprehensive data management, preferably involving data analytics, data visualization predictive modelling etc. preferably in the traffic / transportation sector	<b>10 Marks</b>  2 Projects – 10 Marks 1Project – 5 Marks	LOI/WO/Contract/ client  certificate
5	Should have experience of IT/ project monitoring/ data management assignments with Government/ Public Sector Organizations with value more than Rs.1 crore in last 5 financial years	<b>10 Marks</b>  2 Projects – 10 Marks 1 Projects – 5 Marks	LOI/WO/Contract/ client Certificate
<b><u>Approach &amp; Methodology (20 Marks)</u></b>			
6	1) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the RFP  2)Completeness &responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work.	Maximum 10 Marks	Presentation and a detail plan with risk mitigation
7	Architecture for data analysis	Maximum 5 Marks	Technical Presentation and A demonstration on the proposed architecture for data analysis /mining.





SN	Requirement in RFP	Marks	Supporting Documents Required
8	Project Work Breakdown structure & Quality of Resources proposed	Maximum 5 Marks	WBS should be prepared in detail identifying the major milestones; project deliverables and artefacts
<b>Resource Profile (Maximum Marks: 30)</b>			
9	<p><b>Project Manager</b> <b>Maximum Marks: 7</b></p> <p><b>Traffic &amp; Transport Expert</b> <b>Maximum Marks: 7</b></p> <p><b>IDTES Expert</b> <b>Maximum Marks: 7</b></p> <p><b>Data Analytics &amp; Data Management expert</b> <b>Maximum Marks: 5</b></p>	<p>Experience - &gt; = 8 years - 01 mark Experience - &lt; 8 years - 00 mark MBA and B. Tech/B.E. - 01 mark Experience in projects related to Integrated traffic management/ similar traffic related project 01 Project - 01 mark for each project maximum of 05 marks</p> <p>Experience in relevant domain sector (Traffic Engineering &gt;= 10 years -05 marks &gt; = 5 and &lt; 10 years -04 marks &lt; 05 years - 00 marks M Tech in Transportation or equivalent - 2 marks</p> <p>a) Experience &gt;= 05 years -03 marks b) &lt; 05 years -00 marks c) IDTES Project (Traffic Enforcement) -02 marks d) B Tech or equivalent- 02 marks</p> <p>Experience &gt;= 05 years -03 marks b) &lt; 05 years -00 marks c) Traffic related data analytics projects - 2 marks for one project</p>	



<b>CCTV &amp; Command Center Expert</b> <b>Maximum Marks: 2</b>	IP based CCTV surveillance projects (Video Analytics) -01 mark B Tech or equivalent – 01 mark
<b>Senior Consultant (01 Number)</b> <b>Maximum Marks: 1</b> MBA and B. Tech/B.E /MCA	Experience >= 05 years in police domain-01marks < 05 years -00 marks
<b>Consultant (01 Number)</b> <b>Maximum Marks: 1</b> MBA and B. Tech/B.E/MCA	Experience >= 02 years in police domain-01 mark < 02 years 00 marks

For selection of consultant, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for financial evaluation and the weightage of the technical bids and financial bids will be in the ratio of 70:30.

## 2. Evaluation of Financial e-Bids

- The financial e-Bids shall be opened by CEC in presence of representative of the technically qualified Bidders who chooses to attend. The name of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- If there are conditions attached to any financial e-bids, which shall have bearing on the total cost, the Consultant Evaluation Committee, will reject any such e- bids as non-responsive financial proposal. However, if the CEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the CEC may do so by inviting responses in writing. o The total cost will include all Taxes and duties for which the purchaser made payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing or expenses etc. In the Financial Proposal Submission Form placed at Annexure - V, the total cost of assignment as per Scope of work mentioned will be quoted.

## 3. Negotiations

Negotiations are not an essential part of the selection process. However, many times, with the objective of optimal cost reduction in the interest of the State, it is felt necessary to conduct negotiations with the selected Consultant. Negotiations shall include discussions of the TOR, the methodology, the staffing, Government Department inputs and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, test the quality of the final products, its cost and the relevance of the initial evaluation be affected. The final TOR and the agreed methodology shall be incorporated in "Description of Services" which shall form part of the contract.

#### **4. Award of Contract**

In a particular case of selection of consultant, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for financial evaluation and the weightage of the technical bids and financial bids as 70:30.

The Selected bidder shall be the first ranked bidder having the highest combined score).

As an example, the following procedure can be followed.

In response to the RFP assume that 3 proposals, A, B & C were received. **The technical evaluation committee awarded them 75, 80 and 90 marks respectively.**

The minimum qualifying marks was set as 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under: Proposal

Evaluated cost  
A Rs. 120.  
B Rs. 100.  
C Rs. 110.

Using the formula  $LEC \times 100 / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals: A:  $100 \times 100 / 120 = 83$  points B:  $100 \times 100 / 100 = 100$  points C:  $100 \times 100 / 110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A :  $75 \times 0.70 + 83 \times 0.30 = 77.4$  points  
Proposal B :  $80 \times 0.70 + 100 \times 0.30 = 86$  points  
Proposal C:  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under: Proposal A: 77.4 points H3  
Proposal B: 86 points H2 Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

**The First Rank Bidder received in the tender, will be submitted to Client Department for approval of consultant. After acceptance of the said proposal by the Client Department, the consultancy work will be awarded to the successful consultant.**

#### **5. Contract Agreement**

All the terms and conditions shall also be applicable as per the empanelment agreement signed between KSIDC, Home Department / Police Department and the Selected Consultant.



## **6. Confidentiality**

The selected consultant will treat as confidential all data and information about the purchaser/end-customer, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the purchaser/end-customer.

**SECTION V - TECHNICAL PROPOSAL SUBMISSION FORM****Consultant's General Information****Annexure -I**

<b>SN</b>	<b>Particulars</b>	<b>Description/Details</b>	<b>Reference Documents</b>	<b>Page No.</b>
<b>A.</b>	<b>Name of Bidding Company</b>			
<b>B</b>	<b>Address and Website of the registered office</b>			
<b>C</b>	<b>Name of Managing Director/ CEO</b>			
<b>D.</b>	<b>Contact Details (Details of the person to whom communication shall</b>			
	<b>a)Name</b>			
	<b>b) Designation</b>			
	<b>c) Telephone &amp; Mobile No.</b>			
	<b>d) email</b>			

**Team Composition and Task Assignments**  
(AS PROVIDED IN THE RFP)

**Annexure II**

**Technical / Managerial Staff**

<b>Sl. No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Position proposed</b>	<b>Total Years of Experience</b>
1.				
2.				
3.				
4.				

**Signature..... In the capacity of.....**

**Duly authorized to sign proposal for and on behalf of.....**

**Date.....**

**Place.....**



**Format of Curriculum Vitae (CV) for the proposed resources as mentioned in the RFP**

**Annexure III**

- Proposed Position :
- Name of Consultant :
- Name of Staff :
- Profession :
- Date of Birth :
- Years with Firm/Entity : Nationality:
- Membership in Professional Societies :
- Detailed Tasks Assigned :
- Key Qualifications :

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

**Particulars on relevant work-experience**

Title of Project	
Year	
Client	
Brief Description	
Activities Conducted	

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Consultant]

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

Date:

**Format of Project Experience**

**Annexure IV**

**Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):**

**Project 1/2/.....:**

<b>Name of the Client</b>	
<b>Project Name and Brief Description</b>	
<b>Activities performed by the bidder for the project</b>	
<b>Year (start date; end date)</b>	
<b>Duration</b>	
<b>Order value (INR)</b>	
<b>*Attach the work order/LOI/Contract/Client's Certificate for the Assignment as clearly specified in</b>	

**Financial Proposal Submission Form****Annexure V**

Submission of Proposal against your RFP Reference No: **KSIDC -IDTES-SBG/1-Nov-2017**

We the undersigned, offer to provide Consultancy services to PROVIDE consultancy services for Integrated Digital Traffic Enforcement System (IDTES) our detail Financial Proposal is as follows:

**Amount in INR**

<b>SN</b>	<b>Particulars</b>	<b>Basic Rate</b>	<b>Tax</b>	<b>Total Cost for</b>
1	Cost of Providing consultancy services for Integrated Digital Traffic Enforcement System (IDTES) as per Scope of Work mentioned in Section III of the RFP Reference No: <b>KSIDC -IDTES-SBG/1-Nov-2017</b>			
<b>*Total Basic Rate</b>				
<b>Total Financial quote of the captioned assignment in words</b>		<b>Rupees</b>		

\* For Evaluation purpose **Total Basic Rate** will be considered

## Proposal Submission Form

**Annexure VI (Bidders are advised not to alter/delete/add anything in To: the proposal submission form)**

The Managing Director,  
KSIDC, Keston Road, Kowdiar  
Trivandrum - 695003

**Ref: Submission of Proposal against your Tender Reference No  
KSIDC -IDTES-SBG/1-Nov-2017**

**Dear Sir,**

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference **No KSIDC -IDTES-SBG/1-Nov-2017** FOR PROVIDING CONSULTANCY SERVICES FOR Integrated Digital Traffic Enforcement System (IDTES) in full conformity with the said Tender document and our technical proposal (bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central / State / UT Government in India for corrupt or fraudulent practices.
3. We hereby declare that we have not been blacklisted by any State / Central / UT Government Deptt/ Organization/ Institution.
4. We declare that we have not been charged with any fraudulent activities by any Central / State / UT Government Deptt / Organization / Institution.
5. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act,1988."
7. We understand that KSIDC is not bound to accept any or all bids received in response to this Tender.
8. We agree to abide by all the terms and conditions mentioned in the Request for Proposal **KSIDC -IDTES-SBG/1-Nov-2017** for selection of Consultant against this tender.
9. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by KSIDC in case we are selected as Consultant against this tender by the KSIDC.

Sincerely

Authorized Signature: Name  
and Title of Signatory: Seal of  
Bidder Company

**Format of Proforma of Bank Guarantee towards Performance Security**

**Annexure VII**

**PERFORMANCE GUARANTEE**

Bank Guarantee: \_\_\_\_\_ Date: \_\_\_\_\_

To,

The Managing Director,  
KSIDC, Keston Road, Kowdiar  
Trivandrum - 695003

Dear Sir,

In consideration of **Client Name** (hereinafter referred as the Client, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) having awarded to XXXXXXXX, a company incorporated under Companies Act, 1956, having its registered office at XXXXXXXX (hereinafter referred to as the Consultant which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), a contract by issue of client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_  
\_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at **Rs. XXXX (Rupees XXXX only)** for Developing Vision 2025 document for State of Karnataka Contract (hereinafter called the Contract):-

We **XXXX** the Bank do hereby guarantee and undertake to pay the client on written demand any or, all monies payable by the Consultant to the extent of **RS. XXX (Rupees XXXX only)** as aforesaid at any time upto XXXXX ("Expiry date") without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Provided however, the written demand must be accompanied by a copy of the notice sent to the Consultant by the client to cure /rectify the default at least 30 (Thirty) days prior to presentation of any demand of its intention to have recourse to the Guarantee, setting out the act or omission of the Consultant, which it asserts constitutes the breach of

terms and conditions of the said contract or loss/damage suffered giving rise to the demand. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Performance Guarantee herein contained shall be irrevocable and shall continue to be enforceable either till the Client discharges this Performance Guarantee; or till 26<sup>th</sup> January 2018 ("Expiry date"), **whichever is earlier**. This Guarantee may be extended by the Bank at its sole discretion from time to time for such period (not exceeding one year), as may be desired in writing by **XXXXXXX**. on whose behalf this Performance Guarantee has been given

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Performance Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this Performance Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Performance Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant subject to the notice requirement mentioned above in this Guarantee and notwithstanding any

security or other guarantee that the Client may have in relation to the Consultant's liabilities.

This guarantee shall be governed by and construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Indian Courts.

Not with standing anything contained herein above our liability under this Performance Guarantee is limited to **Rs. XXXXX (Rupees XXXXX only)** and it shall remain in force up to and including Date .... ("Expiry date"). Unless a demand under this guarantee is made on us in writing in the manner prescribed in this Guarantee on or before the XX (claim date), all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_

WITNESS

1

2