



TSRTC

***TENDER FOR IMPLEMENTATION OF
ONLINE PASSENGER RESERVATION SYSTEM (OPRS)
& iTIMs SOFTWARE
FOR A PERIOD OF FIVE YEARS***

VOLUME - 1

GENERAL TERMS & CONDITIONS AND TENDER FORMS

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1. ABOUT TELANGANA STATE ROAD TRANSPORT CORPORATION (TSRTC)

Public Transport is one of the most common modes of transport especially in a developing country like India. TSRTC is currently operating bus services within Telangana State and to the neighbouring States (Andhra Pradesh, Karnataka, Maharashtra, Goa, Tamil Nadu and Chhattisgarh).

Some of the key factors about TSRTC are:

➤ Number of Vehicles	9,106
➤ Regions	11
➤ Depots	98
➤ Bus Stations	364
➤ Zonal Workshops	2
➤ Body Building Workshop	1
➤ Man power	46,100

Various branded services offered by TSRTC include:

- Regular Services operated daily with various levels of comfort, such as Garuda Plus A/c, Rajadhani A/c, Metro luxury A/c, Pushpak A/c, Lahari (A/c & Non A/c sleeper), Super Luxury, Deluxe, Express, Palle Velugu, City Metro Deluxe, City Metro Express and City Ordinary.
- Contract Carriage Services and Advance Reservation Services.

2. ONLINE PASSENGER RESERVATION SYSTEM (OPRS)

As part of its philosophy to provide better facilities to benefit the esteemed passengers, OPRS was introduced in the year 2008. Introduction of OPRS enabled the passengers to book tickets from anywhere to anywhere, in advance. The passengers are given the facility to book tickets from the comfort of their homes (through TSRTC's online booking portal www.tsrtconline.in and portals of TSRTC's B2C franchisees viz. Redbus, Abhibus, Paytm, MakemyTrip and Golbibo), or from TSRTC operated counters or at counters operated by Authorized Ticket Booking (ATB) Agents.

Average daily sales through OPRS, during the past six months are given hereunder:

Gross tickets	7,732
Net tickets	7,257
Gross seats	12,042
Net seats	11,346
Net seats sold online (through TSRTC portal www.tsrtconline.in)	4,162

Net seats sold by TSRTC operators	1,326
Net seats sold through Authorized Ticket Booking (ATB) agents	1,628
Net seats sold through B2C franchisee portals	4,168
Net seats through iTIMs	18,000
Gross revenue (Rs.)	Rs. 66,30,225/-
Net Revenue (Rs.)	Rs. 62,91,965/-

TSRTC has recently commenced the implementation of Intelligent Ticket Issuing Machines (iTIMs). iTIMs are Android based devices which are integrated to OPRS. In the first phase, iTIMs are being implemented in about 650 services with implementation in more services in the near future. All the tickets issued through iTIMs are through OPRS integration. It is anticipated that on an average, tickets for about 20,000 to 25,000 seats will be issued through iTIMs per day. The number of tickets that will be issued through iTIMs will increase with the increase in the number of iTIM services. The iTIMs are also being used for ground booking i.e., issuing tickets at bus stops/stations where it is not feasible to have systems and printers for ticketing.

The above details are furnished only for indicative purpose.

3. IMPLEMENTATION OF ONLINE PASSENGER RESERVATION SYSTEM (OPRS)

The contract for implementation of OPRS was entrusted to a System Integrator identified through Tender. The contract will be expiring by 31.03.2023.

TSRTC is desirous of identifying a System Integrator for implementation of OPRS and having the new system in place by the time of expiry of the present contract period. Hence this tender.

4. TENDER FOR IMPLEMENTATION OF ONLINE PASSENGER RESERVATION SYSTEM (OPRS) & iTIMS SOFTWARE.

- 4.1. Sealed tenders are invited from interested bidders who meet the eligibility criteria prescribed in this Request for Proposal (RFP), for implementation of Online Passenger Reservation System (OPRS) & iTIMS software, as per the terms and conditions set out in this RFP.
- 4.2. The period of contract is five years from the date of entering into agreement.
- 4.3. The contract can be extended for further period, at the discretion of TSRTC.
- 4.4. The total cost for implementation of the project and its maintenance during the entire contract period shall be borne by the successful bidder.

5. SCOPE OF THE PROJECT

The scope of the OPRS Project includes the following in brief:

- a) Design, Development, Implementation and maintenance of Online Passenger Reservation System (OPRS) application & iTIMS software as per the functional, technical and other requirements; and terms and conditions given in the RFP (Volumes 1 and 2).
- b) Migration of data from the existing OPRS application to the new application.
- c) The Solution shall be hosted in Cloud. All the relevant costs shall be borne by the successful bidder.
- d) The successful bidder will have to submit the relevant agreement for cloud facility, with full details of all the hardware, software and other resources that will be made available for the project and SLAs. The agreement shall be for the total contract period for OPRS.
- e) The cloud resources, connectivity, and application should be so designed to support 7,000 concurrent users.
- f) Imparting thorough training on the usage of the application to the personnel of TSRTC, ATB Agents and others identified by TSRTC.
- g) Operation and Maintenance conforming to the Service Level requirements, on a continuous basis, during the entire contract period.
- h) Providing 24x7 support for the application. To provide One (1) Database administrator and two (2) software developers capable of system maintenance and developing regular software requirements of OPRS & iTims, who will work exclusively at TSRTC's location.
- i) Integration of the application with various users and agencies as specified in the RFP.

6. KEY EVENTS & DATES

Sl. No.	Event	Date
1	Last date for receipt of queries	12.01.2023
2	Demo of the current OPRS Project (11.00 to 13.30 hrs.)	17.01.2023
3	Pre-bid meeting (15.00 hrs.)	17.01.2023
4	Issue of clarifications to prospective bidders	24.01.2023
5	Receiving of bids and opening of technical bids	01.02.2023
6	Opening of financial bids	Will be intimated to the technically qualified bidders

7. PRE-BID MEETING

- 7.1. TSRTC will conduct a pre-bid meeting to clarify the objectives/scope of the tender in Main Conference Hall, Bus Bhavan, Mushirabad, Hyderabad at 15.00 hrs., on the date mentioned in “Key Events & dates” clause.
- 7.2. Only two representatives from each firm/company will be allowed to participate in the pre-bid meeting.
- 7.3. All related queries should be sent through e-mail on or before last date for receipt of queries as indicated in “Key Events & dates” clause.
- 7.4. The queries shall be sent to the mail IDs dyctmit@tsrtc.telangana.gov.in and ame3it@gmail.com and shall be in the format given hereunder.

Name of the bidding entity with full address			
Sl. No.	RFP Reference Section/Page	Content of RFP requiring clarification	Point of clarification required
1			
2			
3			
4			
5			

- 7.5. Clarifications, if any, may be obtained from the Chief Engineer (IT), TSRTC, Bus Bhavan, Hyderabad.

8. ELIGIBILITY CRITERIA FOR BIDDERS

- a) The Bidder should be a company registered under the Indian Companies Act, 1956 and shall be primarily in the business of providing Information Technology, Software Development or System Integration or IT Solution Implementation Services (IT/ITES). The Company should have been in business for at least five years as on 31st March 2022. Certificate of Incorporation by Registrar of Companies shall be submitted along with the technical bid.
- b) Consortiums are not permitted.
- c) The bidder should have an average turnover of Rs.20 Crores in the last three years (total Rs. 60 crores in the three years). Audited Financial Statements have to be submitted for the last three financial years (2018-19, 2019-20 & 2020-21) along with the tender.
- d) The Bidder should have prior experience in implementation of Online Passenger Ticketing Solutions which have gone live in the past five years (FY 17-18, FY 18-19, FY 19-20, FY 20-21 and FY 21-22) with Contract Value of at least Rs. 2 Crores.

- e) A CA certificate in support of meeting the turnover criteria shall be submitted with the Technical bid, along with certified audited copies of Balance Sheets, Profit & Loss Account and Annual Reports of the last three financial years (2018-19, 2019-20 & 2020-21).
- f) The bidder should have a valid minimum ISO 9001:2008 certificate for software development or CMMI Level 3 or higher as on the date of submission of the bid. The bidder must provide copy of relevant certificate issued to Bidder by the issuing authority. Also, bidder has to confirm (self-attest) that the certificate is valid as on date of bid submission.
- g) Documentary evidence in support of meeting the eligibility criteria shall be submitted along with the tender, duly self-attested. The bidder must submit an undertaking on their letter head to the fairness of these documents in support of their claim while submitting the Bids. The Bids received without documentary evidence will be rejected outright.
- h) The bidder should not have been blacklisted, independently or as a part of any consortium, by any PUC/Corporation/Board or State/Central Government as on bid date in India/TSRTC/APSRTC or any other RTC. In this regard an affidavit must be submitted by the bidder duly attested by a notary.
- i) Bidders who were earlier awarded project(s) by TSRTC/APSRTC (independently or as a part of any consortium) and could not implement and / or maintain the project(s)/whose award of contracts were cancelled / terminated, though not blacklisted, are not eligible to participate in the tender.
- j) Bidders, independently or as a part of any consortium, who failed to satisfactorily execute contracts entered with TSRTC/APSRTC, failed to deliver the project within the agreed timelines or within reasonable extra period of time will not be eligible for consideration/participating in the tender.
- k) Bidders who have earlier implemented projects in TSRTC/APSRTC (independently or as a part of any consortium or as an agency to the contractor) and have abruptly left the project without completing the exit management process/required closure formalities are not eligible to participate in the tender.
- l) The bidder shall give an undertaking for successful completion of the project.

9. COST OF TENDER DOCUMENT

- 9.1. Cost of the Tender Document is Rs. 11,800/- (including GST) and has to be paid in the form of a Demand Draft (DD) drawn in favour of “FA & CAO, TSRTC, Hyderabad” drawn on a Nationalized / Scheduled Bank other than a Co-operative Bank.
- 9.2. Cost of Tender Document will not be accepted in any form other than DD and is non-refundable.

- 9.3. Bidders attending the demo/pre-bid meeting shall submit the DD towards cost of Tender Document, when they attend the demo/pre-bid meeting, without fail.
- 9.4. Only bidders who submit DD towards cost of tender document will be allowed to participate in the demo/pre-bid meeting.
- 9.5. The name and address of the bidder has to be furnished on the reverse side of the DD.
- 9.6. Bidders who have not attended the demo have to submit the DD towards cost of tender document when attending the pre-bid meeting.
- 9.7. Bidders who do not attend the demo/pre-bid meeting have to submit the DD towards cost of Tender Document, along with the technical bids.
- 9.8. The Tender Documents (Volume-1 and Volume-2) have to be downloaded from TSRTC website www.tsrtc.telangana.gov.in.

10. EARNEST MONEY DEPOSIT

- 10.1. A sum of Rs. 25,00,000/- (Rupees twenty five lakhs only) shall be paid towards Earnest Money Deposit in the form of Demand Draft from any Nationalized Bank or Scheduled Bank other than a Co-operative Bank, drawn in favour of “FA & CAO, TSRTC, Hyderabad.”
- 10.2. The DD should be submitted along with the technical bid.
- 10.3. The Name and Address of the firm submitting the bid has to be furnished on the reverse side of the DD.
- 10.4. EMD in any form other than DD shall not be accepted.
- 10.5. The EMD amount will not carry any interest.
- 10.6. The EMD of bidders who are not qualified in the technical evaluation will be returned after opening of the financial bids.
- 10.7. The EMD of the technically qualified unsuccessful bidders will be refunded only after finalization of Tenders in all respects and issue of Letter of Award to the successful bidder.
- 10.8. The EMD of successful bidder will be converted as part of Security Deposit.
- 10.9. **No exemption of EMD is allowed for any bidder including Government Organizations / undertakings or Small Scale Industries.**

11. SECURITY DEPOSIT

- 11.1. Security Deposit for the project is Rs. 50,00,000/- (Rupees fifty lakhs only)
- 11.2. The Earnest Money Deposit (Rupees twenty five lakhs only) of the successful bidder will be converted as Security Deposit.

- 11.3. The successful bidder shall enter into agreement with TSRTC duly depositing an amount of Rs. 25,00,000/- (Rupees twenty five lakhs only) towards balance Security Deposit, in the form of Demand Draft from any Nationalized Bank or Scheduled Bank other than a Cooperative Bank, drawn in favour of “FA & CAO, TSRTC, Hyderabad.”
- 11.4. DD towards balance security deposit shall be submitted within 14 days from the date of receipt of Letter of Award (LoA).
- 11.5. Any delay in submission of the Demand Draft towards balance Security Deposit and entering into Agreement, within 14 days of LoA, would result in cancellation of LoA and forfeiture of EMD, without any notice.
- 11.6. The Security Deposit shall not carry any interest.
- 11.7. The Security Deposit will be returned only after completion of all transactions under the Agreement to be entered into and the concerned knowledge transfer to the Corporation.

12. DEMO OF EXISTING SYSTEM

- 12.1. To enable the firms to arrive at the broad requirements, a demo will be arranged on the existing OPRS project at Bus Bhavan (Main Conference Hall, First Floor, B-Block) to the Bidders as indicated in “Key Events & dates” clause.
- 12.2. Only bidders who submit DD towards cost of tender document will be permitted to attend the Demo.

13. BID SUBMISSION AND CORRESPONDENCE

- 13.1. Address for Bid Submission & Correspondence
The Chief Engineer (IT),
Telangana State Road Transport Corporation,
Bus Bhavan, Mushirabad,
Hyderabad - 500 020, Telangana.
Tel No – 040-27684242 / 040-27684405
Website: <http://www.tsrtc.telangana.gov.in>

Contact Person

The Chief Engineer (IT),
Telangana State Road Transport Corporation,
Bus Bhavan, Mushirabad,
Hyderabad - 500 020, Telangana
Tel No – 040-27684242 / 040-27684405
Website: <http://www.tsrtc.telangana.gov.in>
E-mail: ceit@tsrtc.telangana.gov.in

- 13.2 Any clarifications required regarding the Terms & Conditions shall be obtained from the Chief Engineer (IT), TSRTC, before submission of the tenders. No clarifications will be entertained later.
- 13.3 The bidders will have to submit their bids/offers in two parts namely, “Technical Bid” and “Financial Bid”, in separate sealed covers. The two separate sealed covers containing the “Technical Bid” and “Financial Bid” shall be enclosed in an outer sealed cover.
- 13.4 The name and address of the bidder shall be indicated on the outer envelope/cover. Both inner and outer envelopes/covers shall be addressed to TSRTC at the address indicated above.
- 13.5 The contents of the covers i.e., “Technical Bid” / “Financial Bid”, and the name and address of the bidder shall be indicated clearly on the respective covers.

13.6 FINANCIAL BID

- 13.6.1 The financial bid consists of only the duly filled in “Annexure - 7”.
- 13.6.2 Rate (excluding taxes) shall be clearly indicated in figures and words, in Indian Rupees.
- 13.6.3 In case of any discrepancy, the rates quoted in words shall be considered. The taxes applicable along with existing rate of tax shall be clearly indicated. **Only one annexure viz. Annexure - 7 shall be submitted in the financial bid cover.**
- 13.7 DDs towards EMD and cost of Tender Document (in case of bidders who have not attended the pre-bid meeting) shall be enclosed along with the Technical bid, in the relevant cover i.e., Technical Bid cover.
- 13.8 Tender document, amendments & clarifications published in TSRTC website, duly signed on all pages; all supporting and other documents; and other annexures shall be submitted in the technical bid cover.
- 13.9 Detailed project proposal and project plan along with hardware resources/software/manpower proposed and all other documents shall also be submitted in the technical bid cover.
- 13.10 Rates/prices should not be indicated anywhere in the Technical Bids.
- 13.11 All the forms and formats shall be duly, properly and exhaustively filled in.
- 13.12 Hard copy of TENDER/BID shall be submitted in person. Any other form of submission of hard copy shall be summarily rejected.
- 13.13 The bids should be submitted in the designated tender box that will be provided in Mini-Conference Hall, TSRTC, Bus Bhavan, 1st floor “B” block, Mushirabad, Hyderabad on the date mentioned in “Key Events & dates” clause from 10.30 hrs. to 14.00 hrs.
- 13.14 Only the technical bids will be opened on the same day, at 15.00 hrs. in the Main Conference Hall, TSRTC, Bus Bhavan, 1st floor “B” block, Mushirabad, Hyderabad.

- 13.15 Bidders or their Authorized Representatives (not more than two persons) may be present at the time of opening of Tenders (Technical bids).
- 13.16 Financial bids of only the bidders who are found eligible as per eligibility criteria as mentioned above and found to be technically qualified in the technical bid evaluation will be opened. Technical Evaluation will be carried out in respect of the Bids which are found eligible as per eligibility criteria mentioned in section 8 above.
- 13.17 The date, time and venue of opening the financial bids will be intimated to the technically qualified bidders at an appropriate time. Representatives (not more than two persons) of the technically qualified bidders will be permitted to be present at the time of opening of the financial bids.
- 13.18 Tenders received after the due date and time, bids submitted without DDs towards EMD and cost of Tender Document (if applicable), incomplete tenders, bidders not fulfilling the eligibility criteria etc., shall be summarily rejected.
- 13.19 The Tender has to be submitted in accordance with the terms and conditions prescribed.
- 13.20 Conditional bids are liable for rejection.
- 13.21 TSRTC reserves the right to accept or reject any bid without assigning any reason, and to annul the bidding process and reject all proposals at any time prior to award of contract. The tenders are liable to be cancelled at any stage without assigning any reason(s). TSRTC will not be responsible for any liability to the affected bidder or bidders. TSRTC doesn't have any obligation to inform the affected bidder or bidders the grounds for TSRTC's action.
- 13.22 The bids shall be valid for a period of 9 (nine) months from the date of opening of the Technical bids.

14 BID EVALUATION PROCESS

14.1 Tender Committee

- 14.1.1 The Tender Committee constituted by TSRTC will evaluate the tenders.
- 14.1.2 The decision of the Tender Committee in finalizing the eligibility for the tender, the evaluation of the Technical and Financial bids will be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

14.2 Bids Opening

- 14.2.1 The Tender Committee will open the Technical bids on the specified date and time as mentioned in KEY EVENTS & DATES clause, in the presence of bidders / their authorized representatives who choose to attend the same.
- 14.2.2 The Bids received without required Earnest money and cost of tender document (wherever applicable) will be rejected.

14.3 Preliminary Examination of Bids

- 14.3.1 TSRTC will examine the bids to determine whether they are complete, whether all the required documents have been submitted and properly signed, and whether the bids are generally in order.
- 14.3.2 Bids submitted by agents shall have proper authorization from the bidder.
- 14.3.3 TSRTC may waive any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The decision of TSRTC will be final and binding.

14.4 Evaluation Process

- 14.4.1 TSRTC will evaluate and compare the bids determined to be substantially responsive. It is TSRTC's intent to select the bid that is most advantageous to TSRTC and each bid will be evaluated using the criteria and process outlined in this section. In order to reach such a determination, TSRTC will examine the information supplied by the Bidders, review their demonstration of services offered and shall evaluate the same as per the evaluation criteria specified in this TENDER.
- 14.4.2 **Evaluation of the Technical Part of Bid will be carried out in 2 stages - eligibility criteria and Technical Evaluation.**
- 14.4.3 **Only bidders who satisfy the eligibility criteria will be qualified for Technical Evaluation. The criteria for this are provided in 'Technical Bid Evaluation' section.**
- 14.4.4 **Financial bids of only those bidders who are qualified in the Technical Evaluation will be opened and evaluated further. The date of opening of the financial bids would be intimated later after completing the technical evaluation process.**

14.5 Technical Bid Evaluation

- 14.5.1 Only bidders who satisfy the eligibility criteria will be qualified for Technical Evaluation.
- 14.5.2 TSRTC will evaluate and compare the technical aspects of the proposals on the basis of the information supplied by the bidders, taking into account overall completeness and compliance with the requirements specified.
- 14.5.3 The Technical Bid evaluation consists of two stages; (a) Eligibility evaluation (b) Technical Evaluation including Demo of prototype.
- 14.5.4 The shortlisted eligible bidders shall have to give a Presentation and Demo of the prototype of the solution proposed to be provided, on the date that would be

communicated. At least two weeks' time will be given to the bidders for giving the presentation and Demo of the prototype.

14.5.5 The technical evaluation will be based on the following factors with their related marks indicated alongside.

Sl. No.	Technical evaluation criteria	100
I	Past Experience and Relevant Implementation in Govt. Sector (STUs in India)	10
a)	Implementation & Maintenance of Online Ticket Reservation system projects in State Transport Units in India during last five years with relevant documents (Agreement / Contract / Work Order and Go-Live sign-off from customer)	
II	Proposed Technical Solution Offered	15(8+7)
a)	Proposed Technical Solution Offered, Approach and implementation methodology	8
b)	Hardware resources, Software, technologies and architecture proposed	7
III	Project Management and Work Plan	10
a)	Project Management Framework	
IV	Product Demonstration	60
V	Having development centre in Hyderabad	5
	Total (I + II + III + IV + V):	100

Sl. No.	Technical Evaluation - Factors of assessment	Marks system	Max. Marks
I	Past Experience and Relevant Implementation in Govt. Sector (STUs in India)		10
a)	Implementation & Maintenance of Online Ticket Reservation system projects in State Transport Units in India during last five years with relevant documents (Agreement / Contract / Work Order and Go-Live sign-off from customer).	1. 5 & above projects: 10 marks 2. 4 projects: 7 marks 3. 3 projects: 5 marks 4. <3 projects: 0 marks	
II	Proposed Technical Solution Offered		15
a)	Proposed Technical Solution Offered, Approach and implementation methodology	1. Understanding of the	8

		<p>requirement: 1 mark</p> <p>2. Solution architecture conceptualized for this project: 1 mark</p> <p>3. Security architecture: 1 mark</p> <p>4. Detailed plan for scalability & connectivity: 2 marks</p> <p>5. Application deployment and testing Strategy: 1 mark</p> <p>6. Proposed Approach for implementation: 1 mark</p> <p>7. Integration approach with existing TSRTC System: 1 mark</p>	
b)	Hardware/Software resources, technologies and architecture proposed	<p>1. Hardware resources proposed in DC: 2 marks</p> <p>2. Hardware resources proposed in DRC: 1 marks</p> <p>3. Software and technologies proposed: 1 mark</p> <p>4. Database proposed: 1 mark</p> <p>5. Redundancy: 1 mark</p>	7

		6. Backup policy: 1 mark	
III	Project Management and Work Plan		10
a)	Project Management Framework	1. Project Management Framework - 1 mark 2. Go-Live and Operational Plan - 2 marks 3. Infrastructure Plan - 2 marks 4. Take over and Exit Management - 2 marks 5. Training - Schedule, Training of Trainers, Manuals - 3 marks	
IV	Product Demonstration		60
	Ticket Booking		
	Mobile compatibility of browser interface (booking)	3	
	Display of Boarding and alighting points while booking	1	
	Filter based on boarding and alighting points	1	
	Display of seat layout for selection (Window/Aisle/side, Lower/Upper/side berths)	1	
	Filters for bus type (AC / Non-AC / Sleeper)	1	
	Time of day based filters for origin and destination, to enable the passengers to book tickets based on their need	1	
	SMS alert with booking details	1	
	SMS alert in case of unsuccessful booking	1	
	Email of ticket with booking details. Ticket should be in English and Telugu.	1	
	Email in case of unsuccessful booking	1	
	QR based UPI payments	2	

	Payment mode based online payment (without displaying the payment gateways)	3	
	App for ticketing	5	
	Booking scenario: Service from A to D with intermediate points B & C. A passenger books a seat from A to B. The same seat should be available for booking from B to C, B to D and C to D.	5	
	Booking ticket with concession (concession on basic fare, concession type and % of concession has to be defined in master and concession type should be selected at the time of booking)	3	
	Locking seat(s) during booking process	2	
Ticket Cancellation/postponement/pre-ponement			
	Partial cancellation	2	
	Postponement/ Preponement for same bus type	1	
	Postponement/ Preponement with change in bus type (difference amount to be collected/refunded)	2	
Fare Management			
	Calculation of Fares based on the type of bus and distance, with per KM basic fare, additional components like GST, reservation charges etc.	3	
	Masters for bus type-wise basic fare, other additional components	2	
	Implementation of increased or reduced fare (% increase /reduction in basic fare) for selected days of week for a selected service	2	
	Creation & modification of bus / seat Layout for different types of buses, with quota seats which should not be available for online booking	3	
	Service: Creation/modification of services with service number, origin, destination, intermediate points, addition of boarding and alighting points for all places, arrival and departure timings for all places and boarding/alighting points Services should be attached to Depots	3	
	Waybill/Reservation chart: Provision for generation of waybill/Reservation chart with ticket details, origin, destination, no. of passengers on each tickets	2	

	Reports: Listing of all services with bus type, origin, destination, start time with bus type/bus depot filter Listing services for any given day with seats available with Depot filter Listing services between given origin and destination with seats available with Depot filter Listing of online transactions with status (success/failure)	5	
	Mobile compatibility of Admin portal/screens	3	
V	Having development centre in Hyderabad		5
	Total (I + II + III + IV + V):		100

14.5.6 The bidders should score minimum 70 marks in the technical evaluation for being eligible for opening of their Financial bids.

14.6 Financial Bid Opening

14.6.1 The date of opening of the financial bids would be intimated later after completing the technical evaluation process.

14.6.2 **Financial bids of only those bidders who are qualified in the Technical Evaluation will be opened (i.e., bids scoring minimum 70 marks in technical evaluation) for consideration and evaluated further.** Financial bids of the remaining bidders will not be opened.

14.6.3 The Financial bid evaluation will take into account the information supplied by the Bidders in the Financial Bid, and TSRTC will evaluate the same as per the evaluation criteria specified in this TENDER.

14.6.4 The Financial bids of all the technically qualified bidders would be opened and arranged in ascending order of quoted value (in INR). TSRTC reserves the right to reject any or all bids.

14.6.5 **The prices once offered must remain fixed and must not be subject to escalation for any reason whatsoever during the entire period of contract and shall hold good for the entire contract period and will not be increased under any circumstances whatsoever.**

14.6.6 **A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as nonresponsive.**

14.7 Negotiations, Contract Finalization and Award

14.7.1 The L1 bidder (bidder quoting the lowest rate from among the technically qualified bidders) may be called for negotiations, for awarding the contract.

14.7.2 TSRTC shall however reserve the right to reject all the offers of L1 bidder and

cancel the tender, after negotiations, if none of the negotiated offers are found to be financially viable.

- 14.7.3 TSRTC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal. All decisions taken by TSRTC regarding processing of TENDER and award of contract shall be final and binding on all the bidders.
- 14.7.4 TSRTC will notify the successful bidder in writing or by fax or e-mail, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract.
- 14.7.5 The successful bidder has to enter into an agreement with TSRTC on Rs. 100/- Non-Judicial Stamp Paper, as per the terms and conditions, duly submitting Bank Guarantee towards balance Security Deposit. If the bidder fails to enter into agreement within 14 days from the date of receipt of Letter of Award, the offer of award of contract through LoA issued will be cancelled and TSRTC will forfeit his EMD without any notice and proceed further to award the contract to another bidder as TSRTC deems fit. Clauses pertaining to Non-Disclosure and Exit Management (Annexure-8) will be included in the Agreement.

15 General terms and conditions

- 15.1 The Bidder should have a local support office at Hyderabad and provide the supporting documents in technical bid.
- 15.2 If the bidder does not have any local support office at the time of bidding then he must submit an undertaking on his letter head that if selected then he shall open a local support office at Hyderabad within one month from the date of award of contract.
- 15.3 The bidders who have a **development center** in Hyderabad will be given weightage in the technical evaluation of the Bids.
- 15.4 The successful bidder shall deploy the required technical team in Hyderabad, preferably in Bus Bhavan, during development, testing & implementation phase, for regular interaction.
- 15.5 Bidders shall fill up the required information as prescribed in the tender forms. Incomplete bids/bids without full information are liable for rejection.
- 15.6 Bids received after the specified time for receipt of the same will not be considered under any circumstances.
- 15.7 Bids once submitted are not permitted to be withdrawn at any stage of process and TSRTC will not be responsible for any delays in finalizing the tenders for reasons beyond its control.
- 15.8 The proposals shall be valid for a period of nine (9) months from the date of opening of the technical bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such

time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, TSRTC may solicit the bidders' consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

- 15.9 The bidders shall enclose with the bids a document giving the details of main features of the Software, Hardware resources, Networking etc., proposed.
- 15.10 The specifications/requirements are subject to revision as and when required.
- 15.11 **Price variation clause will not be allowed for any reasons whatsoever.**
- 15.12 The successful bidder shall carry out business only in the name of the entity on which the agreement is entered into. During the course of contract, the successful bidder shall not be allowed to change the name or to transfer to another entity.
- 15.13 TSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The successful bidder will have to abide by the conditions modified/incorporated and has to enter into a supplementary agreement(s) with TSRTC at his/her/its cost.
- 15.14 Non-Confirming proposals: Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, non-complying with the RFP terms and conditions are common causes for holding proposals nonconforming.
- 15.15 Amendment of RFP: At any time prior to the deadline for submission of proposals, TSRTC, for any reason, may modify the RFP by amendments notified by publishing in its official website and such amendments shall be binding on the bidders and shall be a part of the RFP along with clarifications to the queries of bidders published by TSRTC. TSRTC, at its discretion, may extend the deadline for the submission of proposals subsequent to issue of Amendment and or Supplemental Information.
- 15.16 Language of proposals: The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of TSRTC and will not be returned. The hard copy version will be considered as the official proposal.
- 15.17 Bid Currency: The rates should be quoted in Indian Rupees only.
- 15.18 Correction of errors: Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted rate will be entertained after the bids are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- 15.19 Disqualification: The proposal is liable to be disqualified in the following cases:
 - a. Proposal not submitted in accordance with the RFP.

- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
 - c. The bidder qualifies (express or implied) the proposal with his own conditions.
 - d. Proposal is received in incomplete form.
 - e. Proposal is received after due date and time.
 - f. **Proposal is not accompanied by all requisite documents in full support of eligibility criteria as claimed by the bidder.**
 - g. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
 - h. **Commercial proposal is enclosed in the same envelope as technical proposal.**
 - i. In case any bidder submits multiple proposals or if common interests are found in bids submitted by two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bids are withdrawn immediately upon notice.
 - j. The successful bidder fails to enter into a contract within prescribed time after receiving notice of award of contract or within such extended period, as fixed by TSRTC.
 - k. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
 - l. Non-fulfilling of any condition(s)/term(s) by bidder.
- 15.20 Bidders may specifically note that while evaluating the proposals, if it comes to TSRTC's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal, then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by TSRTC. It is also clarified that if need arises TSRTC would go in for appointment of outside party(s) to undertake the work under the captioned bid.
- 15.21 Modification and Withdrawal of Proposals: No proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period. Modification or Withdrawal of proposal during validity may lead to forfeiture of EMD amount paid against this TENDER.
- 15.22 Conflict of Interest: Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with TSRTC. Additionally, such disclosure shall

address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

15.22. Acknowledgement of Understanding of Terms: By submitting a proposal, each bidder shall be deemed to acknowledge that he/it has carefully read all parts of this RFP, including all forms, schedules and annexures hereto, and has fully informed himself/itself as to all existing conditions and limitations and is fully agreeable to it.

15.23. The following conditions are applicable to this RFP and the bidder's proposal:

- a) This RFP does not commit TSRTC to enter into a service agreement or similar undertaking with the bidder or any other organization and TSRTC shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. TSRTC reserves the right to enter into relationships with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the Project tender or to issue a new RFP for this Project that would supersede and replace this one.
- b) Each bidder shall make the following undertakings and warranty in its proposal letter (Annexure - 1), the falsity of which might result in rejection of its proposal:
“The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to TSRTC, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TSRTC as to any material fact.”
- c) TSRTC is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. TSRTC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- d) Timing and sequence of events resulting from this RFP shall ultimately be determined by TSRTC.
- e) No oral conversations or agreements with any official, agent, or employee of TSRTC shall affect or modify any terms of this TENDER, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of TSRTC shall be superseded by the definitive service agreement that results from this TENDER process. Oral communications by TSRTC to bidders shall not be considered binding on TSRTC, nor shall any written materials provided by any person other than TSRTC.

- f) Proposals are subject to rejection if the bidder limits or modifies any of the terms and conditions or specifications of this TENDER.
- 15.24. Legal disputes if any should be settled only within the Jurisdiction of Hyderabad and Secunderabad courts.
- 15.25. The Vice-Chairman & Managing Director of TSRTC, Hyderabad, reserves the right to cancel the tenders at any stage and can invite fresh tenders without assigning any reason(s).
- 15.26. The decision of TSRTC is final in allotment of the contract.
- 15.27. Any interpretation of clauses shall be obtained from the Vice-Chairman & Managing Director, TSRTC through Executive Director/HOD in charge of IT Department.
- 15.28. In case of any disputes regarding interpretation of Terms and Conditions, decision of Vice-Chairman & Managing Director, TSRTC, Hyderabad is final.
- 15.29. In case of any ambiguity in the interpretation of any of the clauses in the RFP or contract document, TSRTC's interpretation of the clauses shall be final and binding on all the parties.
- 15.30. All the applicable statutory levies, Taxes imposed by State and Central Govt. / GST etc., if any for implementation of the project shall be paid by the successful bidder.
- 15.31. Tax Deduction at Source as per the provisions of Income Tax Act would be made from the amount payable to the successful bidder.
- 15.32. Upon completion of the contract period or upon termination of the contract by TSRTC or upon withdrawal of the successful bidder from the contract, the successful bidder shall handover the entire project design and data (Master data, transaction data, all related data including source code) in the formats as desired by TSRTC, failing which security deposit will be forfeited. All project knowledge shall be transferred to TSRTC and shall fruitfully cooperate and assist in smooth transfer of the system in live condition so as to be maintained by TSRTC on its own or any other agency nominated by TSRTC.
- 15.33. The successful bidder shall not retain any data pertaining to TSRTC and shall give an undertaking accordingly.
- 15.34. All statutory encumbrances for employing the manpower have to be borne by the successful bidder. TSRTC is not responsible for the same.
- 15.35. No conveyance/bus pass shall be provided to any employee engaged by the successful bidder nor any sort of compensation be paid by the Corporation.
- 15.36. TSRTC is not liable to pay any compensation in case of death or injury (simple or grievous) caused to any personnel engaged by the successful bidder while he/she is carrying out any activities related to the project or otherwise.

15.37. The successful bidder shall be responsible for all statutory liabilities in respect of claims for personal injury to or death of any person employed by the partner or sub-contractors and arising out of such employment.

15.38. Corrupt or fraudulent or unethical practices

a. TSRTC requires that bidder under this TENDER, observes the highest standards of ethics during the Tender process and execution of such contract. In pursuance to this policy, TSRTC defines for the purposes of this provision, the terms set forth as follows:

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the public officials in the Tender process or in contract execution;

“**Fraudulent Practice**” means a misrepresentation of facts in order to influence the Tender process or execution of contract to the detriment of TSRTC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive TSRTC of the benefits of free and open competition;

“**Unethical practice**” means any activity on the part of bidder, which tries to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc., after opening of first bid will be treated as unethical practice.

- b. TSRTC will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. TSRTC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or executing a contract.
- d. The past performance of the bidder will be cross checked if necessary. If the facts are proven to be dubious the bidders TENDER will be ineligible for further processing.

16. USE OF DOCUMENTS AND INFORMATION

16.1. The bidder shall not, without prior written consent from TSRTC, disclose/ share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of TSRTC in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

- 16.2. The Successful Bidder shall not, without prior written consent of TSRTC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- 16.3. All project related documents (including this bid document) issued by TSRTC, other than the contract itself, shall remain the property of TSRTC and shall be returned (in all copies) to TSRTC on completion of the Bidder's performance under the contract if so required by TSRTC.
- 16.4. The successful bidder shall not disclose to any other party about the knowledge of system or pass on the possession of material and information given to the successful Bidder under this agreed contract or any information which has been generated during the running of the project. The successful bidder should hold such material and information in strict confidence, not to make use of them other than for the performance of this contract, except release it only to designated employees requiring such information for operation, maintenance and control and inspection of the systems. During execution of the contract and thereafter the above information should not be released to any other parties.
- 16.5. The firm shall ensure secrecy of the software, source and object code. The information shall not be disclosed to others except TSRTC.

17. Signing of Contract

- 17.1. The successful bidder will have to execute agreement within prescribed time, after receipt of order i.e., Letter of Award (LoA).
- 17.2. TSRTC reserves the right to add, delete or / and modify any terms & conditions while entering into an agreement with the successful bidder.
- 17.3. The agreement entered by the successful Bidder shall not be supplemented, amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

18. PROJECT IMPLEMENTATION SCHEDULE

- 18.1. Bidder shall complete the implementation of the OPRS Project as per the RFP within 4 months (17 weeks) from the date of entering into agreement as per the timetable provided below:

	MILESTONE / ACTIVITY	PERIOD
1	Date of entering into agreement	T1
2	Application Development	T1 + 8 weeks
3	System Integration	T1 + 11 weeks
4	Acceptance Testing	T1 + 12 weeks
5	Trial Run	T1 + 13 weeks
6	Submission of manuals and O&M plan	T1 + 14 weeks
7	Commercial Deployment	T1 + 17 weeks
8	Training	T1 + 19 weeks

- 18.2. The OPRS application should be made live and operational within 4 months (17 weeks) from the date of entering into agreement.
- 18.3. If the successful bidder fails to commence or complete all the project related activities and make the project Live and Operational in all aspects (“Go-Live”) within four months (17 weeks) from the date of entering into agreement (as per Project Implementation Schedule of the contract), TSRTC at its discretion can grant additional time for making the project Live duly levying a penalty of Rs. 1,00,000/- per week or part thereof, for the additional time granted. The additional time that would be given to the successful bidder will under no circumstances be more than 8 weeks. If the successful bidder fails to make the project live & operational in all aspects even within the additional time granted, the contract awarded would be liable for termination without any notice duly forfeiting the security deposit. In such event, the Bidder shall not have any claim for damages.
- 18.4. The successful bidder shall ensure availability of sufficient man power with appropriate qualifications for successful design, development, maintenance, attending to software modifications, rectification of issues/bugs etc.
- 18.5. In case of loss that would occur to TSRTC due to non-providing of Technical and Development team, TSRTC reserves the right to recover the estimated value of loss from the successful bidder. Such repeated occurrences will attract forfeiture of Security Deposit in favour of TSRTC and cancellation of award/contract.
- 18.6. Unfinished or partially completed software shall not be accepted and the contract will be terminated, besides forfeiture of Security Deposit.
- 18.7. The successful bidder shall prepare the entire documentation including Error Log/installation procedures/System Design/Flow Charts/Data Flow Diagrams etc., User manuals, Training manuals, Technical manuals, Operational manuals etc., and submit three sets of above mentioned documentation along with softcopy in CD/DVDs to the Chief Engineer (IT), TSRTC.
- 18.8. The successful bidder shall train the Core Group and user group Supervisors as nominated by TSRTC in all modules of Application Software and source code, for a period not less than 30 days. The training should be of such standard that the group trained should be able to take over the operation and maintenance of the Project independently.
- 18.9. The successful bidder shall arrange training to the identified TSRTC personnel in application tools and Application Software out of which selected personnel will be associated in development of application software, in all phases. The training imparted to TSRTC personnel should be of such standard as to enable them to independently handle application maintenance.
- 18.10. Thorough and in depth training shall be provided to identified TSRTC personnel on RDBMS and application at source level (page level). The training should be for a minimum period of one month.

- 18.11. The successful bidder shall use its best efforts to ensure that sufficient personnel are employed to perform the Services and such personnel have appropriate qualifications to perform the Services.
- 18.12. 24x7 support shall be given from the office in Hyderabad which will be the single point of contact for all technical issues. Personnel who have requisite knowledge on the project should be available 24x7 in the Hyderabad office for giving necessary assistance in case of issues with the OPRS application/application access etc., and arranging for/carrying out required software modifications from time to time.
- 18.13. The firm shall hand over two sets of source code of OPRS, Data structures, System Architecture, process/data flow diagrams, Application Software along with soft copies of complete documentation and flow diagrams to the Chief Engineer (IT), TSRTC. The firm shall also provide printed copies/Soft copy of source code listing with input/output formats and two sets of the above in CDs. This may be handed over not later than 15 days from the date of commercial deployment, and subsequently as and when required by TSRTC.
- 18.14. The firm shall deliver five copies of system manuals, operating manuals and user manuals for Application software to TSRTC, with 15 days from the date of commercial deployment.
- 18.15. The successful bidder shall carry out all modifications as specified from time to time by TSRTC to update the application to suit the passenger/Operator requirements, meeting the statutory obligations based on the instructions given by the State/Central Government, and also for strengthening the Security System, shall rectify the bugs/problems identified during the implementation, at no extra charge, failing which the Security Deposit shall be forfeited to TSRTC.
- 18.16. The firm shall not have any right on the Application Software. TSRTC is the sole owner and can use the same software at any location.
- 18.17. The application developed along with its source code shall be the property of TSRTC. TSRTC shall have all Intellectual Property Rights over the software. The source code and application data shall be handed over to TSRTC at the end of the contract period and periodically when major changes are carried out, or whenever demanded by TSRTC.
- 18.18. TSRTC shall be the absolute owner of this software and it should not be used by, sold to or handled by any individual, outside Agency, Firm, Organization, State Transport undertaking except TSRTC. Any violation or breach of this condition will entitle TSRTC to claim damages.

19. Non Exclusivity, License Fee, IPR

The Intellectual Property Rights of the Application Software developed/customized for TSRTC shall be vested in TSRTC who shall have absolute right to use, license or sell the system without any payment to or

permission from the successful Bidder. The application software along with source code shall be the property of TSRTC under the provision of IPR.

20. Software ownership rights

The Bidder shall relinquish to TSRTC the source code along with adequate detailed documents (from the testing phase onwards) and the rights to the programs and software developed as part of the contract. The source code with version control system should be submitted both in a DVD & external HDD to TSRTC.

21. Patent rights

- 21.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the software / hardware resources/ database / peripherals or any part thereof, the Bidder shall expeditiously extinguish such claim.
- 21.2. If the Bidder fails to comply and TSRTC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. TSRTC will give notice to the Bidder of such claim, if it is made, without delay.

22. Bidder's integrity and obligation

- 22.1. The bidder is responsible to oblige to conduct all contracted activities as defined in the scope of work in accordance with terms and conditions of the contract.
- 22.2. The bidder is obliged to work closely with TSRTC's staff, act within its own authority and abide by directives issued by TSRTC.
- 22.3. The bidder shall abide by the job safety measures prevalent in India and will free TSRTC from all demands or responsibilities arising from accidents or loss of life the calls of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold TSRTC responsible or obligated.
- 22.4. The bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 22.5. The bidder will treat as confidential all data and information about TSRTC, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party without the prior written approval of TSRTC.

23. WARRANTY & MAINTENANCE

- 23.1. The successful bidder shall provide comprehensive warranty for entire contract period, commencing from the date when the system becomes commercially operational.
- 23.2. The successful bidder shall also provide complete maintenance support for all the OPRS project components as outlined in this RFP for the entire contract period from the Date of Commercial Deployment.
- 23.3. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, TSRTC may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which TSRTC may have against the bidder under the contract.
- 23.4. During the entire contract period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to TSRTC.
- 23.5. **The successful bidder shall ensure that:**
 - a) The implemented OPRS solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - b) The implemented OPRS solution will achieve parameters delineated in the technical specification/ requirement and shall be appropriately integrated to meet OPRS requirements.
 - c) The successful bidder will be responsible for warranty services from subcontracted third party producers or licensors of products included in the systems.
 - d) The successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

24. INSURANCE

The successful bidder shall take the following insurance coverages:

- Third Party insurance
- All risk policy for all equipment
- Fire and theft Policy
- Policy for loss or damage to assets due to Force Majeure events like earthquake, rioting, etc., of value equal to the cost of replacement of assets.
- Policy of insurance in respect of claims for personnel injury to or death of any

person employed by the partner or sub-contractors and arising out of such employment.

25. Payment terms

- 25.1. Payment of charges will be made on a monthly basis, after completion of the calendar month.
- 25.2. No other charges will be paid to the successful bidder.
- 25.3. The successful bidder shall raise GST invoice duly giving breakup of charges and GST separately and indicating HSN/SAC, for payment of charges, after the end of the month.
- 25.4. Proof of having uploaded the previous month's GST invoice shall be submitted along with the invoice.
- 25.5. Payment will be arranged after pre-audit.
- 25.6. Tax Deduction at Source (Income Tax) as per the provisions of Income Tax Act would be made from the transaction charges payable.
- 25.7. GST as applicable will be paid extra.
- 25.8. All penalty amounts as on date will be recovered from the monthly payable amounts.
- 25.9. TSRTC is not liable to pay the charges in the event of any strikes/Natural calamities like COVID etc.

26. Penalties

- a) As a measure of penalty, TSRTC reserves the right to forfeit the Security Deposit in case of indulgence in malpractices such as wrong accountal, misuse or tampering of software, hardware resources and network resources/equipment etc., by the successful bidder and in case of violation of terms and conditions of the agreement.
- b) The successful bidder shall be penalized to an extent of Rs. **10,000/-** per hour or part thereof for the non-availability of the system for carrying out the ticketing and related activities. CE (IT), is the final authority on the quantum of penalty.
- c) In case of inability to find, identify and fix any software problem in the application having operational & financial implications, the value of loss will be recovered and if not rectified within 24 hrs. of intimation will result in penalty to the extent of Rs. **5,000/-** plus loss of actual amount for each problem.
- d) Any Ticket or waybill without full details, causing inconvenience to passenger will be penalized to the extent of double the ticket value plus Rs. **2,000/-** for each occasion.

- e) Deployment of application without proper testing attracts recovery of manpower cost of TSRTC's involvement plus Rs.5,000/- penalty for each item identified and reported by TSRTC.
- f) A penalty of Rs.5,000/- will be imposed for each occasion, if any wrong or unauthorized information is communicated through home page/website.
- g) Any Data loss will be recovered at the rate of **double the loss** or as per the amount assessed by TSRTC.
- h) The successful Bidder shall pay the hosting charges, connectivity charges, all licensing charges along with all applicable taxes etc., promptly without default. **In case of non-payment** of such bills, the amount, if paid by TSRTC, will be recovered from the successful bidder **with 36% penalty**. This would be deducted from the charges payable. Such three occurrences in a year would be liable for forfeiture of the Security Deposit.
- i) Genuine Customer claims and Court awards, if any, due to the lapses/bugs/errors in the application/software solution provided will be deducted appropriately from the monthly payable amounts.
- j) All penalty amounts as on date will be recovered from the monthly payable charges amounts.

27. TERMINATION/WITHDRAWAL

- 27.1. If the successful bidder does not fulfill the terms and conditions specified by TSRTC, the contract shall be terminated/cancelled by TSRTC duly giving six months' advance notice and duly forfeiting the Security Deposit.
- 27.2. Malpractices in implementation of the project such as manipulation of data results in termination of the contract and forfeiture of the Security Deposit.
- 27.3. The successful bidder has to execute the contract for a minimum period of three years. After completion of three year contract period, the successful bidder can withdraw from the project duly giving six months advance notice to the Chief Engineer (IT), TSRTC.
- 27.4. If the successful bidder withdraws from the contract before completion of three years, his/her security deposit will be forfeited.
- 27.5. TSRTC can resort to termination/cancellation of agreement after completion of 3 years, by giving 6 month's advance notice. In case of such premature termination of Contract for no fault on the part of the successful bidder, TSRTC will settle all the pending bills, refund the EMD/Security Deposit, after settling all the transactions under the contract.
- 27.6. In case the successful bidder is unable to implement the project within the timelines prescribed, TSRTC reserves the right to terminate the contract duly forfeiting the security deposit.

27.7. Termination for Default

TSRTC may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part, in any of the following conditions, duly forfeiting the Security Deposit. TSRTC also reserves the right to withhold all the pending payments:

- a) If the bidder is unable to complete implementation of the project successfully in all aspects, within the prescribed timelines i.e., within 4 months (17 weeks) from the date of signing the agreement.
- b) If the bidder fails to provide satisfactory services at the desired level of contract within the time period(s) specified in the contract, or any extension thereof granted by TSRTC. In such case TSRTC shall provide reasonable opportunity to the successful bidder to address any unsatisfactory or defective services by giving 7 days written notice in this behalf to cure all defects. If the successful bidder fails to address the issues, TSRTC will resort to terminating the contract, under this clause, by giving one month advance notice.
- c) If the bidder fails to perform any other obligation(s) under the contract.
- d) If the bidder, in the judgment of TSRTC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

27.8. Termination for Insolvency

TSRTC may at any time terminate the contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TSRTC.

28. NOTICES

- a. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing through RPAD or by telex, e-mail, cable or facsimile to the other party's address, and confirmed in writing by the other party.
- b. A notice shall be effective when delivered or tendered to other party whichever is earlier.

29. RESOLUTION OF DISPUTES

- a. TSRTC and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract and settle them at the level of **Executive Director/HOD of TSRTC who is in charge of the IT Wing**.
- b. If, after thirty (30) days from the commencement of such informal negotiations, TSRTC and the Successful Bidder have been unable to resolve amicably then the decision of VC & MD of TSRTC will be final.

Annexure - 1 (Covering letter and Proposal)

PLACE:
DATE:

To
The Chief Engineer (IT),
T.S.R.T.C, Bus Bhavan,
HYDERABAD - 500 020.

Sir,

Sub: Online Passenger Reservation System (OPRS) - Submission of Tender for implementation of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years- Reg.

Ref: Your Notification No. AME-1(Comp.)/OPRS (1)/2023-IT, dt. - _____, published in News Paper dated _____.

--oOo--

With reference to the Notification cited, I/we hereby submit the Tender for Implementation of Online Passenger Reservation System (OPRS) & iTIMS software in TSRTC for a period of five years. It is to submit that I/we have gone through the terms and conditions and requirements given in the RFP and the subsequent amendments & clarifications. It is to further submit that I/we will abide by the terms and conditions stipulated by TSRTC as indicated in the RFP (including amendments and clarifications, if any).

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the proposal for **Implementation of Online Passenger Reservation System (OPRS) & iTIMS software in TSRTC for a period of five years, as per the terms and conditions stipulated in the RFP** as an “End to End solution services” as required and outlined in the RFP.

We attach hereto the bid response (Technical and Financial) as required by the RFP, which constitutes our proposal.

We submit that we have the required resources and capability to successfully complete the project.

If our proposal is accepted, we undertake to adhere to the implementation plan put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and TSRTC or its appointed representatives.

If our proposal is accepted, we undertake that we will be fully responsible for successful completion of the project as per the terms and conditions and timelines

prescribed in the RFP, failing which we fully understand that our contract will be terminated, and EMD/Security Deposit will be forfeited.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP and also agree to abide by this bid response for a period of 9 (nine) months from the date fixed for bid (technical bid) opening and it shall remain binding upon us with full force and virtue, within this period. Until a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and TSRTC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to TSRTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TSRTC as to any material fact. We further declare that we are fully aware that any information/documents submitted by us, if found to be incorrect, wrong or misleading will result in our bid being rejected and action being taken against us, by TSRTC, as it deems fit.

We agree that TSRTC is not bound to accept the lowest or any bid response it may receive. We also agree that TSRTC reserves the right in absolute sense to reject all or any of the products/ services specified in the bid response without assigning any reason whatsoever.

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

Dated this Day of 2023.

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

- Encl: 1) Demand Draft towards cost of tender document (if applicable)
2) Demand Draft towards EMD
3) All supporting documents
4) Other Documents (specify)
5) **Financial bid in separate sealed cover (Annexure 7)**

Annexure - 2 : Bidder's Authorization Certificate

To,
The Chief Engineer (IT),
T.S.R.T.C, Bus Bhavan,
HYDERABAD - 500 020.

<Bidder's Name>, < Designation>, is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender pertaining to "Implementation of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years" dt. _____. He/she is also authorized to attend meetings and submit information as may be required by you in the course of processing above said Tender.

Thanking you,

Authorized Signatory (Name)
Name & Signature of Authorized Person

Company's Seal.

Annexure - 3 (Tender Form and Technical Bid Compliance)

Tender for Implementation of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years, as per the terms and conditions stipulated in the RFP

A. BIDDER INFORMATION

1.	Name of the Firm/ Agency/ Company etc. along with registration number	
2	Date of Incorporation of the firm	
3.	Full Name and designation of the authorized person submitting the Tender	
4	Address for correspondence of the authorized person submitting the Tender, with phone numbers and e-mail IDs	
5.	Particulars of the firm:	
a)	Does the firm have GST registration? If Yes, submit valid registration certificate.	
b)	PAN details (Copy of PAN card to be enclosed)	
c)	Nature of business currently being carried out by the bidding entity (copies of supporting document(s) to be submitted).	
d)	Previous experience in similar projects i.e., implementation of Online Passenger Ticketing Solutions which have gone live in the past five years (FY 17-18, FY 18-19, FY 19-20, FY 20-21 and FY 21-22) (Enclose documentary evidence as proof)	
6.	Financial Status of the Firm (enclose audited profit & loss account, balance sheet and IT returns for the years 2018-19, 2019-20 & 2020-21)	
a)	Annual turnover in 2018-19	
b)	Annual turnover in 2019-20	

c)	Annual turnover in 2020-21	
7.	No. of employees on rolls	
8.	Whether the Firm/ Agency/ Company has Branches carrying out business in TELANGANA - if so, mention the Addresses of the Branches.	
9 a)	Name of the whole time Managing Director/CEO (Head of the firm)	
b)	Relationship/Designation of authorized signatory signing on behalf of the Firm.	
10	Address for correspondence & Phone Nos. (FAX, Website, email) (All correspondence will be made with local office only)	
a)	Local Office	
b)	Head Office	
11	Address for correspondence of the Head of the Firm with phone numbers and e-mail IDs	
13	Earnest Money Deposit particulars (drawn in favour of FA & CAO, TSRTC, Hyderabad)	
a)	Demand Draft number and date	
b)	Amount (Rs.)	
c)	Drawn on Bank	
14	Particulars of DD towards cost of Tender Document, if applicable (drawn in favour of FA & CAO, TSRTC, Hyderabad)	
a)	Demand Draft number and date	
b)	Amount (Rs.)	
c)	Drawn on Bank	
15	Details of court litigations, including (but not limited to) – Have you filed any claim against any Company / Institution for similar type of project? If so, give details like case no., court dispute involved and present status.	

	<p>Has any Company/Institution filed any claim/case against you, if so, furnish full details.</p> <p>Has any of your customer or clients filed any case against you in a court? If so, furnish details.</p>	
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B. TECHNICAL BID COMPLIANCE

Bidder Should Mark Page No. on Enclosures Submitted in Evidence of Eligibility Criteria

(Bidder should ensure that all documents enclosed here should be neat & clean and easily readable):

#	Criteria (Document submitted)	Mention Enclosure Page No.	Fill Compliance (Yes/No)
1	Bid Authorization Letter (The letter of authorization shall be indicated by written Power of attorney accompanying the bid).		
2	Bidder shall provide an attested copy of -		
a)	PAN card		
b)	Company Registration Certificate		
c)	Valid GST registration Certificate		
d)	Valid minimum ISO 9001:2008 certificate for software development or CMMI Level 3 or higher (valid as on the date of submission of the bid).		
3	Documentary proof (Work orders/Letters of Award etc.) regarding the bidder being primarily in the business of providing Information Technology, software development or software implementation or IT Solution Implementation Services (IT/ITES) and having been in business for at least five years as on 31.03.2022.		
4	Documentary evidence as having experience in implementation of Online Passenger Ticketing Solutions which have gone live in the past five years (FY 17-18 to		

	<p>FY 21-22). The following documents & details shall be submitted</p> <p>a) Copy of award of the project</p> <p>b) Details of Client along with address and contact numbers of authorized personnel of the client with their designations.</p> <p>c) Project completion certificate, if any</p> <p>d) Project cost/contract value.</p>		
5	Documentary proofs from bidder regarding having minimum average turnover of Rs. 20 Crores in last three financial years.		
a)	Audited Balance Sheets for 2018-19		
b)	Audited Balance Sheets for 2019-20		
c)	Audited Balance Sheets for 2020-21		
d)	Audited P&L for 2018-19		
e)	Audited P&L for 2019-20		
f)	Audited P&L for 2020-21		
g)	IT returns for 2018-19		
h)	IT returns for 2019-20		
i)	IT returns for 2020-21		
6	<p>In case the bidder has a development centre in Hyderabad, the following documents have to be submitted as proof</p> <p>a) Rental/lease agreement in case the development centre is in rented premises.</p> <p>b) Sale agreement</p> <p>c) Electricity bills for last three months, in case the development centre is in a premises owned by the bidding entity</p> <p>d) Details of number of personnel on rolls and equipment available.</p>		
7	An affidavit duly attested by the notary that the Bidder has not been Black listed by any PUC/Corporation/Board or State/Central Government in India		
8	The Bidder should submit an affidavit duly attested by a notary stating that the bidder		

	or employees shall not ask for employment in Corporation.		
9	If the bidder does not have any local support office at the time of bidding then he must submit an undertaking on his letter head that if tender is awarded he shall open a local support office at Hyderabad within one month from the date of award of contract.		
10	Detailed project proposal and project plan along with hardware resources/ software/ manpower proposed		
11	Team Deployment Details		

I / We agree to abide by the terms and conditions laid down in the RFP. The information furnished above is true to the best of my/our knowledge. I/we fully understand that in the event of the Company's/Firm's/Agency's failure to abide by any of the terms & conditions or if the information furnished is found to be false, the EMD amount paid stands forfeited in favour of TSRTC.

Signature of the Tenderer

AUTHORISED PERSON WITH SEAL

Name :

Place :

Date :

**FORMAT FOR PROVIDING INFORMATION PERTAINING TO
ONLINE PASSENGER TICKETING PROJECTS IMPLEMENTED
(FOLLOWING ASPECTS SHALL BE COVERED)**

(Separate sheet for each project, along with supporting documents)

Project Title:

Name of the Client:

Date of Letter of Award (copy of LoA to be submitted):

Date of commencement of the project activities:

Date of “Go-Live”:

Period of contract (from date and to date):

Contract value:

Project scope:

Number of tickets / seats being booked per day:

Brief description of the project:

Number of concurrent users:

Annexure - 5 (Undertaking regarding opening office in Hyderabad)

To
The Chief Engineer (IT),
T.S.R.T.C, Bus Bhavan,
HYDERABAD - 500 020.

UNDERTAKING

We, _____, having our registered office at _____ submit that we currently do not have any office in Hyderabad.

We do hereby undertake to open a local office in Hyderabad, within one month after receiving the award of contract for “Implementation of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years.”

Authorized Signatory (Name)
Name & Signature of Authorized Person

Company’s Seal.

**Annexure - 6 (Notarized affidavit regarding not being blacklisted
and not asking for employment in TSRTC)**

AFFIDAVIT

I/We, _____, having registered office at _____, have carefully gone through the Terms & Conditions contained in the RFP of the Tender for “Implementation of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years” dt. _____, published by Telangana State Road Transport Corporation.

I/We hereby declare that our company/organization has not been debarred/blacklisted/banned/declared ineligible, by any State/Central Government/Semi-Government Organizations/Corporations/Boards/Undertakings in India, either indefinitely or for a particular period of time, for corrupt or fraudulent practices or non-delivery or non-performance or for any other reasons, till date.

We further do hereby undertake and confirm that none of the employees deployed by us on the contract for “Implementation of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years” or any other of our employees will seek or ask for employment in TSRTC.

Authorized Signatory (Name)
Name & Signature of Authorized Person

Company’s Seal.

Annexure - 7 (Financial proposal)

FINANCIAL BID

Financial bid for design, development, implementation, operation and maintenance of Online Passenger Reservation System (OPRS) project & iTIMS software for TSRTC for a period of five years, as per the terms and conditions stipulated in the RFP. Please quote for both options.

Sno	Description	Rate in Rs. (Excluding taxes) in figures and words
1	Monthly fixed charges to be paid	
2	Transaction charges per Ticket Booked	

Details of taxes applicable along with existing rate of tax:

Signature:

Name:

Designation:

Name of firm:

Seal:

NON-DISCLOSURE AND EXIT MANAGEMENT CLAUSES WHICH WILL BE INCLUDED IN THE AGREEMENT THAT IS TO BE ENTERED INTO WITH THE SUCCESSFUL BIDDER

1.0 NON-DISCLOSURE

To enable M/s _____ to implement the Project as per the terms & conditions of the Agreement, TSRTC will provide all the required information M/s _____ to whom this Information is disclosed shall:

- a) Hold such information in confidence with the same degree of care with which M/s _____ holds its own confidential and proprietary information;
- b) Restrict disclosure of the information solely to its employees, agents and contractors with a need to know such information and advise those persons of their obligations hereunder with respect to such information;
- c) Use the information only as needed for the purpose of implementing the Project;
- d) Except for the purpose of implementing the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
- e) Undertake to document the number of copies it makes on completion of implementation process and in case unsuccessful, promptly return all Information in a tangible form or certify to TSRTC that it has destroyed such Information.

- 1.1 This Non-Disclosure clause shall apply to all Information relating to the Project disclosed by TSRTC to M/s _____ under this Agreement.
- 1.2 Nothing contained in this clause shall be construed as granting or conferring rights of license or otherwise, to M/s _____, on any of the Information.
- 1.3 This clause shall benefit and be binding upon TSRTC and M/s _____ and their respective subsidiaries, affiliates, successors and assigns.

2.0 EXIT MANAGEMENT

- 2.1 This clause sets out the provisions, which will apply upon completion of the contract period and/or termination of the Agreement/Contract for any reasons.
- 2.2 The Parties shall ensure that their respective associated entities and subcontractors shall carry out their respective obligations set out in this Exit Management Clause.
- 2.3 The Exit Management period starts, in case of expiry of contract, on the date when the contract comes to an end or in case of termination of contract, on

the date when the notice of termination is sent to M/s _____. The Exit Management period ends on the date agreed upon by TSRTC or Six months after the beginning of the Exit Management period, whichever is earlier.

2.4 COOPERATION AND PROVISION OF INFORMATION

During the Exit Management period:

- 2.4.1 M/s _____ will allow TSRTC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable TSRTC to assess the existing services being delivered.
- 2.4.2 Promptly on reasonable request by the Chief Engineer(IT), TSRTC and its nominees, M/s _____ shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement, relating to any material aspect of the services (whether provided by M/s _____ or sub-contractors appointed by M/s _____). TSRTC shall be entitled to a copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. M/s _____ shall permit TSRTC and/or any Replacement of M/s _____ to have reasonable access to its employees and facilities as reasonably required by TSRTC to understand the methods of delivery of the services employed by M/s _____ and to assist appropriate knowledge transfer.

2.5 CONFIDENTIAL INFORMATION, SECURITY AND DATA:

At the beginning of the Exit Management period, M/s _____ will promptly supply to TSRTC the following

- 2.5.1 Information relating to the current services rendered and performance data relating to the performance of sub-contractors in relation to the services;
- 2.5.2 Documentation relating to the Solution's Intellectual Property Rights;
- 2.5.3 Documentation relating to sub-contractors;

2.6 ESTABLISHING AND OPERATING THE PROJECT:

- 2.6.1 All current and updated data as is reasonably required for purposes of TSRTC or its nominated agencies transitioning the services to its Replacement of M/s _____ in a readily available format as decided by the CE(IT&IE) of TSRTC or its nominees;
- 2.6.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable TSRTC or its nominated agencies, or its Replacement of M/s _____ to carry out due diligence in order to transition the provision of the Services to TSRTC or its nominated agencies, or its Replacement of M/s _____ (as the case may be).

- 2.6.3 On or before the expiry of the Exit Management period, M/s _____ shall deliver to TSRTC all new or updated materials from the categories set out in RFP and shall not retain any copies thereof.
- 2.6.4 On or before the expiry of the Exit Management period, unless otherwise provided under the Agreement, TSRTC shall deliver to M/s _____ all forms of M/s _____'s confidential information, which is in the possession or control of TSRTC or its users.
- 2.7 TRANSFER OF PROJECT ASSETS:**
- 2.7.1 On or before the expiry of the Exit Management period, the Project Assets i.e., software, documentation shall be handed over, so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
- 2.7.2 On or before the expiry of the Exit Management period, M/s _____ shall deliver relevant records and reports pertaining to the Project and/or TSRTC and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Exit Date;
- 2.7.3 On or before the expiry of the Exit Management period, M/s _____ shall return all the records stored, to TSRTC or its nominee;
- 2.7.4 On request by TSRTC or any third party appointed by TSRTC, M/s _____ shall effect such assignments, transfers, licenses and sub-licenses related to any equipment lease, maintenance or service provision agreement between M/s _____ and any third party, in favor of TSRTC or any third party appointed by TSRTC if it is required by TSRTC or any third party appointed by TSRTC and is reasonably necessary for the continuation of services by TSRTC or any third party appointed by TSRTC; and
- 2.7.5 M/s _____ shall comply with all other requirements as may be prescribed under Applicable Laws to complete the exit and assignment of all the rights, title and interest of M/s _____ in the Project free from all encumbrances absolutely and free of any charge or tax to TSRTC or its nominee.
- 2.8 EMPLOYEES:**
- 2.8.1 Promptly on reasonable request at any time during the Exit Management period, M/s _____ shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to TSRTC a list of all employees (with job titles) of M/s _____ dedicated to providing the services at the commencement of the Exit Management period;
- 2.8.2 TSRTC may make an offer of employment or contract for services to such employee of M/s _____ after expiry of six months from date of completion of Exit Management. M/s _____ shall not enforce or impose any contractual provision that would prevent any such employee from being hired by TSRTC or any Replacement of M/s _____. Such an

arrangement will be operationalized only with the explicit written concurrence of M/s _____; else M/s _____ would consider providing these resources to TSRTC or its successor on a T&M basis.

2.8.3 Promptly on reasonable request at any time during the Exit Management period, M/s _____ shall facilitate training and knowledge transfer for TSRTC and/or any Replacement contractor as reasonably required for understanding the methods of delivery of the services employed by TSRTC.

2.9 TRANSFER OF CERTAIN AGREEMENTS:

2.9.1 On request by TSRTC, M/s _____ shall effect such assignments, transfers, licenses and sublicenses as TSRTC may require in favor of the Chief Engineer (IT), or its Replacement of M/s _____ in relation to any equipment lease, maintenance or service provision agreement between M/s _____ and third party lessors, subcontractors, and which are related to the services and reasonably necessary for the carrying out of replacement services by TSRTC or its Replacement of M/s _____.

2.10 RIGHTS OF ACCESS TO PREMISES:

2.10.1 At any time during the Exit Management period, where Assets are located if any at M/s _____ premises, M/s _____ will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the CE (IT&IE) or his nominee, TSRTC, and/or any Replacement of M/s _____ in order to make an inventory of the Assets. Alternatively, M/s _____ shall provide a proper inventory of Assets duly certified by an independent Chartered Accountant.

2.10.2 M/s _____ shall also give TSRTC or its nominated agencies, or any Replacement of M/s _____ right of reasonable access to M/s _____ premises and shall procure TSRTC or its nominated agencies and any Replacement of M/s _____ rights of access to relevant third party premises during the Exit Management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to TSRTC or its nominated agencies, or a Replacement of M/s _____.

2.11 GENERAL OBLIGATIONS OF M/s _____:

2.11.1 M/s _____ shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to TSRTC or its nominated agencies or its Replacement of M/s _____ and which M/s _____ has in its possession or control at any time during the Exit Management period.

2.11.2 For the purposes of this Exit Management Clause, documents or Assets specifically created or procured for service delivery under the Project, in the possession or control of M/s _____, associated entity, or sub-

contractor is deemed to be in the possession or control of M/s _____.

2.11.3 M/s _____ shall commit adequate resources to comply with its obligations under this Exit Management Clause.

2.12 EXIT MANAGEMENT PLAN:

2.12.1 M/s _____ shall provide TSRTC with a recommended Exit Management plan ("Exit Management Plan") which shall deal with at least the following aspects of Exit Management in relation to the Agreement as a whole and in relation to the Project Implementation.

2.12.2 A detailed program of the transfer process that could be used in conjunction with a Replacement of M/s _____ including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the Management structure to be used during the transfer; plans for the communication with such of M/s _____'s sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Cargo & Parcel Services' activities as a result of undertaking the transfer;

2.12.3 Plans for provision of contingent support to TSRTC and Replacement of M/s _____ for a reasonable period after transfer.

2.12.4 In the event of termination or expiry of Agreement, Project Implementation, or Operation, each Party shall comply with the Exit Management Plan.

2.12.5 During the Exit Management period, M/s _____ shall use its best efforts to deliver the services without interruption to the business of TSRTC.

2.12.6 Payments by TSRTC to M/s _____ during the Exit Management period shall be made in accordance with the Payment Schedule clause of Agreement.

2.12.7 This Exit Management plan shall be furnished in writing to TSRTC or its nominated agencies within 15 days of being given notice of termination or exit.

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