

GOVERNMENT OF RAJASTHAN

TRANSPORT DEPARTMENT

**AUTOMATION OF DRIVING TEST TRACK
CENTRES FOR 2-WHEELERS AND LMV ON
PUBLIC PRIVATE PARTNERSHIP (PPP)
BASIS IN THE STATE OF RAJASTHAN**

(NATIONAL COMPETITIVE BIDDING)

2017

REQUEST FOR PROPOSAL

ISSUED BY:

Transport Department

Government of Rajasthan,

Bid Document

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Request For Proposal (RFP)

Disclaimer

The information contained in this Request for Proposal document (the " RFP") or subsequently provided to Bidders(s), whether verbally or in documentary or in any other form, by or on behalf of Transport Department, Government of Rajasthan (hereinafter referred as the "**Procuring entity/Authority or the contract granting authority**") or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the contract granting /Procuring entity/Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for the Project pursuant to this RFP (the "BID"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Contract granting/Procuring entity/Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Contract granting/Procuring entity/Authority to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Contract granting/Procuring entity/Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Contract granting/Procuring entity/Authority makes no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part for pre-qualification of Bidder(s) and evaluation of Technical Proposals of the Bidder's for participation in the Bidding Process.

The Contract granting/Procuring entity/Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Contract granting/Procuring entity/Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Contract granting/Procuring entity/Authority is bound to select and qualify any of the Bidders for evaluation of financial proposal or to appoint the selected Bidder or Bidder/vendor, as the case may be, for the Project and the Contract granting/Procuring entity/Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever and if the Contract granting/Procuring entity/Authority decides not to take up the Project further, then also, the Contract granting/Procuring entity/Authority reserves the right to withdraw the LOA. The Contract granting/Procuring entity/Authority, for any such rejection of bids/ withdrawal of LOA, shall not be held liable to pay any compensation to the Bidders/ Successful Bidder.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Contract granting/Procuring entity/Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Contract granting/Procuring entity/Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Form of Notice

**Government of Rajasthan
Transport Department
Parivahan Bhawan, Sahkar Marg, Jaipur- 302005**

No. F. 12(11)/Pari/ADTT&MB/2014/Part-V/

Jaipur, Date :

NOTICE FOR INVITATION OF BIDS

Transport Department invites e-tender offers from eligible bidder for **Automation of Driving Test Track Centers** for 2-wheelers and LMV on Private Partnership basis in the State of Rajasthan as per details given in the bid document and as per the schedule given below:

1	Name & Address of the Procuring Entity	Transport Department, Government of Rajasthan
2	Cost of BID document	10,000/- (Rs. Ten Thousand Only)
3	Address for obtaining and submission of bid document	Bid document can be downloaded from - https://eproc.rajasthan.gov.in , http://sppp.rajasthan.gov.in . The cost of bid document shall be deposited in form of a demand draft of Rs. 10,000 in favour of Transport Commissioner, Rajasthan payable at Jaipur. A demand draft of Rs. 1,000 for tender processing fees in favour of RISL shall also be deposited. The bid shall be submitted in manner prescribed in the tender notice.
4	Period of downloading of Bidding Document (Start/ End Date)	18.08.2017/ 21.09.2017
5	Date/ Time/ Place of Pre-Bid Meeting	28.08.2017 at 10.30 AM at Room No. 311 in the Office of Transport Commissioner, GoR, Sahkar Marg, Jaipur
6	Last date & time of submission of bids	22.09.2017 up to 3.00 PM
7	Opening of Technical Bid	25.09.2017 at 11.00 AM at Room No. 311 in the Office of Transport Commissioner, GoR, Sahkar Marg, Jaipur
8	Opening of Financial Bid	Will be intimated later to the Technically qualified bidders
9	Validity of Bid (from the last date of submission)	180 days

Note:-

- (i) The Transport Department shall not be responsible any delay postal or otherwise for non-receipt/non delivery of the bids.
- (ii) The bids submitted on the downloaded documents will be required to deposit the cost of the bid document at the time of the submission.

Transport Commissioner

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Procuring entity/Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per timelines mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, Bid Security should be drawn in favour of "Transport Commissioner, Government of Rajasthan" and the processing fees should be drawn in favour of "Managing Director" RISL payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) Procuring entity/Authority will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The Procuring entity/Authority reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity/Authority and the successful bidder.
- 9) Procuring entity/Authority disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Section I

1. INTRODUCTION

1.1 Background

1.1.1 The Department of Transport, Government of Rajasthan functions under the provisions of section 213 of Motor Vehicles Act, 1988 and is primarily established for enforcement of the provisions of Motor Vehicles Act, 1988, Rajasthan Motor Vehicles Taxation Act, 1951 and the rules framed under these two Acts. In order (i) to improve the knowledge regarding the traffic rules; (ii) to strengthen the process of issuance of Driving License via conducting driving tests in a transparent manner; (iii) to improve the quality and safety of services to the citizens; (iv) to reduce the waiting time and improve the issuance process of Driving License; (v) and to infuse transparent and unbiased evaluation of the Driving Test. To ensure the attainment of these objectives Department of Transport, Government of Rajasthan (GoR) appointed CIRT, Pune as consultant for assisting GoR in issuance of RFP for the selection of a bidder for development, operation and maintenance of Driving Test Tracks Centres for motor cycles and light motor vehicles in all 14 RTO offices in the State. The Government of Rajasthan, in its executive capacity represented by the Transport Commissioner to Government of Rajasthan, Department of Transport (herein after referred as "Procuring Authority"), has decided to execute the above project in two parts. Part I shall include the entire civil work of construction of the tracks along with related infrastructure i.e. construction of administrative block, public utilities, Horticulture, landscaping of the site etc. this work shall be taken up by Rajasthan State Road Development Corporation (RSRDC). Part II shall include the automation of the driving tracks which shall include development, design, construction (excluding work to be done by RSRDC) operation and maintenance of Automated Innovative Driving Test System (IDTS) based Automated Driving Test Tracks at the 14 Centres for motor cycles and light motor vehicles in the State of Rajasthan" through Public Private Partnership (the "PPP") on Build, Own, Operate and Transfer (the "BOOT") basis, and has decided to carry out the bidding process with the assistance of CIRT, Pune for selection of an entity as the Bidder to whom the Project may be awarded. For part I separate MoU is being signed with RSRDC whereas for Part II this RFP is being floated for selection of the bidder on PPP mode.

1.2 Scope of Work

1.2.1 Transport Department, Government of Rajasthan has decided to develop Innovative Driving Test System (IDTS) based Automated Driving Test Track Centres for motor cycles and light motor vehicles at below mentioned 14 (Fourteen) locations (hereinafter referred as "Project Site/s the details relating to the sites, number of tracks to be constructed and the licences issued during the period of last 3 years for 2 wheelers and LMV are at **schedule A** of the RFP") in the State of Rajasthan.

1.2.2 Following table presents the list of 14 (Fourteen) locations of Regional Transport Offices of the State of Rajasthan. All these locations have been selected for the establishment of the Driving Test Tracks Centres. The number of locations may be increased by 25% and the exact site may be decided later on.

Sr. No.	District	Name of the office	Number of motor cycles and light motor vehicles track
1	Jaipur	Regional Transport Office, Jaipur, Jagatpura	1
2	Dausa	Regional Transport Office, Dausa	1
3	Sikar	Regional Transport Office, Sikar	1
4	Alwar	Regional Transport Office, Alwar	1
5	Bharatpur	Regional Transport Office, Bharatpur	1
6	Ajmer	Regional Transport Office, Ajmer	1
7	Jodhpur	Regional Transport Office, Jodhpur	1
8	Pali	Regional Transport Office, Pali	1
9	Udaipur	Regional Transport Office, Udaipur	1
10	Chittorgarh	Regional Transport Office, Chittorgarh	1
11	Kota	Regional Transport Office, Kota	1
12	Bikaner	Regional Transport Office, Bikaner	1
13	Jhalawar	District Transport Office, Jhalawar	1
14	Deedwana	District Transport Office, Deedwana	1
	Total		14

It is to be noted that pursuant to the completion of the civil infrastructure (i.e the test tracks, administrative building, boundary wall, campus lighting etc) of the Driving Test Tracks Centres by the Procuring entity/Authority, the said Project Sites shall be handed over to the Successful Bidder, on "**as is where is basis**" and thereupon, the successful Bidder/vendor shall be required to comply with the following obligations:

- (i) To install a complete set up of innovative driving test system at each Project Site, for providing on-the-spot grading of a drivers' skill and knowledge;
- (ii) To provide the following facilities, at each Project Site:
 - (a) Additional infrastructure like Cabins, furniture, computers, servers etc if required, for the control room or the part of the administrative building under the possession of the vendor during the entire period of contract.
 - (b) Installation of requisite number of CCTV cameras for recording and monitoring of driving test;
 - (c) Installation of video camera based technology with inbuilt application to capture the driving test and generate statistical reports.
 - (d) Installation of requisite monitors to examine the driving skill of the applicant for Driving license while on the test tracks; and
 - (e) Providing of necessary utilities/services including air conditioners, standby diesel generating sets/ UPS of adequate capacity etc.
- (iii) A complete setup for software development, IT infrastructure including hardware, software and networking of such minimum specifications for such automated system at each project site as provided in **schedule-C** of the RFP.

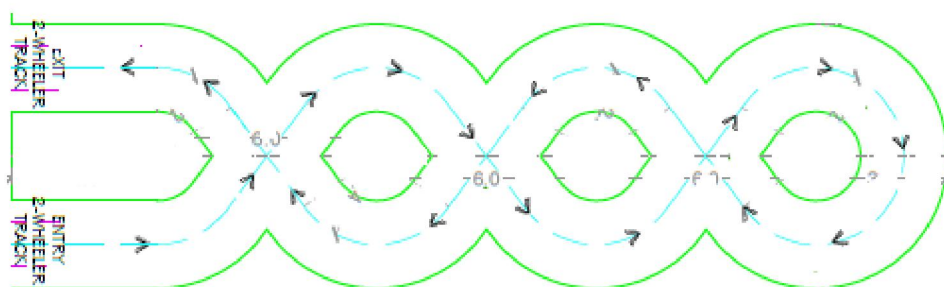
- (iv) To provide requisite manpower including security personals, at each Project Site as referred in clause 2.4 of the RFP and **Schedule B** of RFP;
- (v) To conduct driving tests of the Users, at each Project Site, prepare the report/ testing result and submission of the report/ testing result to the Authorised Personal of the Procuring entity/Authority and also to the applicants whose test is conducted on the track;
- (vi) To collect requisite User Fee from the applicant of driving license for conducting the Driving Tests; and
- (vii) To collect the driving license fees as prescribed under the provision of the Motor Vehicle Rules, 1989.
- (viii) To operate, maintain and supply manpower at each Project Site as per the Standards and Specifications laid down in **Schedule-B** of the bid.
- (ix) To generate and furnish such MIS reports for the department at such intervals as directed by the procuring entity/Authority.
- (x) Driving Tests shall be conducted necessarily on all working days of the Government between 09.00 hrs to 18.00 hrs. However the vendor will be free to operate the facility on other days as well in case the volume of work so demands. The vendor will also have flexibility of timings on the days of operation or facilities in consultation and approval of concerned RTO/DTO.

1.3 Concept of the Project


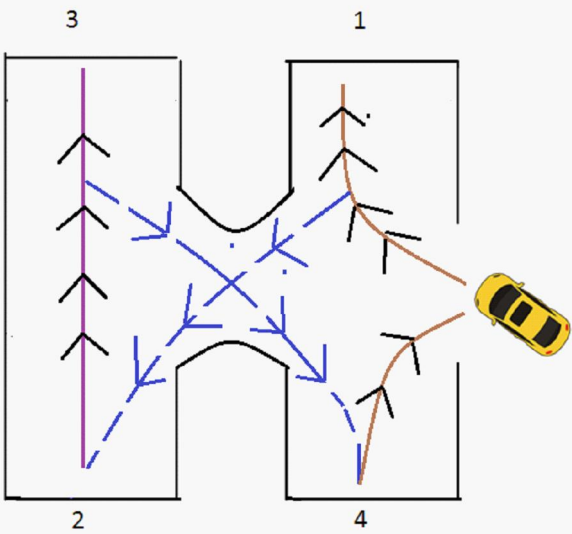
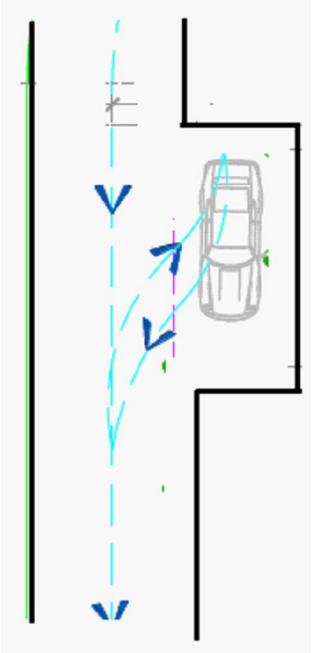

Transport Department, Government of Rajasthan, with an objective to reduce the accidents\ fatalities, for better service delivery with more transparency and accountability, intends to establish Automated Driving Test Tracks (ADTT) Centres based on Innovative Driving Test System (IDTS) across various locations in the State of Rajasthan. It is planned to have such Centres in place to achieve the objective of checking the driving knowledge of an applicant for driving license and to ensure transparency while issuing driving licenses. This new initiative will also ensure that significantly higher bar is set for checking the driving skill of a prospective license holder.

1.3.1 Each Centre will use video camera based technology and shall have total of 5 (five) tracks: 1 (one) track for two-wheelers and 4 (four) tracks for Light Motor Vehicle. Those seeking a two-wheeler license have to show their riding skills on an '8' shaped Driving test track (Serpentine an '8' shaped Track). Those seeking a four-wheeler license will have to show their riding skills on an Forward '8' Shaped Test Track, H-Track, Parallel parking and Up-Gradient Test Track as shown in the diagrams given below.

Two Wheeler Serpentine Track



LMV Tracks

 <p style="text-align: center;">"Forward 8"</p>	
<p>LMV Eight Test Track</p> <p>Drive in Eight Shape without stopping, Reversing, Kerb Hit, within time and avg. speed.</p>	<p>LMV H-Track</p> <ul style="list-style-type: none"> • Enter in Section 1 in Forward Direction • From Section 1 to 2 in Reverse Diagonal Drive • From Section 2 to 3 Forward Drive • From Section 3 to 4 Diagonal Reverse Drive • From Section 4 Exit Test Track
	
<p>Parallel Parking</p>	<p>Gradient Test</p> <ul style="list-style-type: none"> • Go Straight, stop at yellow line, stop the engine, pull the hand break • Now start the vehicle and without rolling back move vehicle in forward direction

1.4 Building, Electric, Human resource and other infrastructure requirements

- 1.4.1 The Driving Test Tracks at each Centre along with control room, boundary wall, campus lighting as executed and completed shall be handed over on "as is where is " basis. The vendor shall subsequently arrange for the additional infrastructure like Cabins, furniture, computers, servers etc required if any for the control room and the part of the administrative building under its possession during the entire period of contract.
- 1.4.2 The vendor shall undertake the minor repairs of the control room and the administrative block under its possession including white wash/painting, repair of doors and windows etc as per schedule-B of the RFP during the period of contract.
- 1.4.3 The vendor shall undertake operation and maintenance of the system including electrification work and other utilities like diesel generator set, air conditioning, public address system, video viewing equipments etc as per **schedule-B** of the RFP during the period of contract.
- 1.4.4 The vendor shall provide minimum manpower at each project site as provided in clause 2.4 and **Schedule-B** of the RFP during the period of contract.

1.5 IT Infrastructure, Computer Hardware and Networking Works and the minimum specifications of the equipments to be installed

The salient features, the technology to be used and minimum specification of the equipments to be installed at the proposed Automated Driving Track System shall be:

- 1.5.1 The Technology used shall be based on video analytic Video Camera based Driving Track System.
 - (a) A system of requisite number of video cameras for the tracks
 - (b) Identification of candidate through biometric system and matching/ authentication of the same through the biometric fields shared by NIC.
 - (c) Computer system to receive information from the video camera to monitor the vehicle movement to be within the specified boundaries of the track. It shall also monitor the time taken to drive the vehicle from the specified start and stop positions. The system shall award marks automatically. On completion of all the tests, the result shall be printed and handed over to the candidate. The results generated shall also be stored in a database for future reference up to 6 months.
 - (d) The video camera will automatically deduct points if the driver is caught making an error by not following the path.
 - (e) If the driver scores the eligibility marks, he/ she will be deemed to have passed driving test in order to get a driving license.
 - (f) The scope and the minimum specifications of IT infrastructure, hardware, software, networking works shall be as per **schedule-C** of the RFP.

1.6 Details of the proposed Automated Driving Track System:

- 1.6.1 The following is the brief description of the functioning of the proposed system. The candidate appearing for the test will first report to the registration desk, where the Learning License and other personal data will be verified and a thumb impression of the candidate and a picture through webcam will be taken. If the candidate is found eligible to take the test, a unique ID number will be allotted. The candidate will be given identity slip containing such particulars which will be the document that will allow the candidate to take the tests. When the candidates' turn to take the test in individual track arrives, the candidate will drive as per track requirement. The computer system connected with video cameras with inbuilt application will monitor the test and record the results. When all the tests are completed, the results will be printed and handed over to the candidate. The application software developed for this system should be web-based. The test results shall have to be transferred to the local RTO SARATHI Server/SARATHI 4.0 portal. The backup of these data shall be stored on an external medium like HDD/DVD. The facility to view the test shall also be provided to the Licensing Authority so as to have an effective supervision on the tests conducted at the automated driving track by providing adequate LCD screens in his office.
- 1.6.2 The vendor shall be required to charge and collect the fees from each applicant as prescribed under the provisions of the Central Motor Vehicles Rules, 1989, hereinafter referred as "Departmental License Fees". In addition to this fees the bidder shall charge and collect a fees in lieu of the services provided by it as per the provisions of the RFP, hereinafter referred as "user fees" from each applicant appearing for driving test on the automated driving track for the various class of vehicles at such rates provided in this clause. However it is also clarified that the Departmental License Fees is to be charged and collected only from those applicants who have not deposited this fees before the verification of the documents as provided in Step 2 of Clause 2.1 of the RFP or where the applicant has deposited less fees than the prescribed fees. The quantum of user fees allowed to be to be charged and collected for each class of vehicle i.e. two wheeler and LMV during the concession/contract period shall be as follows:-

Proposed user fees for conducting Driving Test			
Class of Vehicle	During the 1st year of the contract period	After the completion of 3 years of the contract period	After the completion of 7 years of the contract period
Two Wheeler	Rs. 100	Rs. 125	Rs. 150
LMV	Rs. 150	Rs. 175	Rs. 200

Note:-(1) The above rates are inclusive of all costs and all taxes and duties applicable to the vendor as per the law of Central/State Government/Local Authorities. The vendor shall be required to quote/offer the concession/contract period in the financial bid based on the user fees referred in the above table. In those cases where the concession/contract period quoted/offered by the vendor is less than three years than he shall be allowed to charge and collect user fees

prescribed during the first year of the contract period. In case the concession/contract period is more than 3 years but less than 7 years then the vendor for the first three years of the contract period shall charge and collect the user fees as prescribed during the first year of the contract period in the above table and for the rest of the concession/contract period the user charge to be collected shall be the charge prescribed after the completion of 3rd year of the project as prescribed in the above table. The vendor shall be required to transfer the Departmental License Fees at the end of each day in the revenue head provided by the department along with such details of the applicant in such manner as prescribed by the procuring entity/concession authority. So far as the user fees is concerned it shall be deposited in an Escrow account in such manner as prescribed in the RFP.

- (2) The vendor shall also be required to pay project management consultancy fees (PMC) to CIRT, Pune amounting to Rs. 75 lakhs during the execution of the project and subsequently PMC charges for the operations phase towards monitoring audits to be paid at the rate of Rs 30,000 per center per annum with a 10% increase per annum after commissioning of the project during the entire contract period of agreement in such manner as prescribed by the Transport Department.

1.6.3 Registration:

After the candidate arrives for taking the driving test, he/she would first approach the Registration Desk. The Registration Desk will have a PC and a printer. At the Registration desk a thumb impression of the candidate will be taken and matched with data of Learning License from Database of SARTHI server. The candidate will be allowed to appear for the test after comparing the data of candidate with that fetched from local RTO/DTO SARATHI server/ SARATHI 4.0 portal. The Candidate ID will be automatically generated by the system and it will be used as an identity of the candidate for all tests that he/she will be taking. The User fees *and the driving license fees as prescribed in the Central Motor Vehicles Rules, 1989 shall* be collected from the candidate by the vendor and RFID Card will also be issued to the applicant after the collection of above fees by the vendor, at the end of the test candidate shall be required to return the RFID Card *to the authorized person of the vendor*. An escrow account shall be opened and operated by the vendor for the deposition of both type of fees in this account. This account shall be opened in a scheduled bank in the joint name of the Transport Commissioner, GoR, vendor and the concerned scheduled bank. The user fees collected by the vendor shall be deposited in this account and the "departmental license fee" and the "user fees" as referred in clause 1.6.2 of the RFP shall be transferred in the following manner:-

- (i) The entire departmental fees collected and deposited in Escrow account on each day by the vendor shall be transferred at the end of the day in the account of Transport Commissioner, Government of Rajasthan in such manner as may be prescribed by the Transport Department.
- (ii) Out of the total user fees collected and deposited by the vendor on each day 80% of this user fees so collected by the vendor shall be transferred in the account of the vendor in such manner as specified by him in consultation with the Transport

Department. 20 % of the user fees collected on each day shall be retained in the Escrow account.

(iii) At the end of each calendar month the entire amount retained in the Escrow account shall be transferred to the vendor's account subject to deduction of any penalty levied by the department on the vendor for lapse in services required to be provided by the vendor under clause 7.19 of the RFP.

(iv) The concerned scheduled bank shall submit the MIS of such deposits on next day of the above transactions made in the Escrow account. In case of any discrepancy in the amount to be paid as departmental fees or the amount of user fees to be retained then the difference of amount shall be paid immediately to the Transport Department or to the vendor, as the case may be.

1.6.4 Placement of Video Cameras:

Video Cameras shall be installed to cover the entire track. As the vehicle crosses the Start Line, video cameras will be activated and the timer in the dedicated computer will start. The computer will keep monitoring the time during the course of the test, the test is completed, and the timer in the dedicated computer will stop. This timer will tell duration of the test. The test result will be generated automatically and will be uploaded to the server. The candidate will be successful only if he/she has finished the test within prescribed time and prescribed marks as decided by Transport Commissioner and Principal Secretary, Transport, Government of Rajasthan. The result will contain the following information:

- Name of the Test
- Candidate ID
- Date of Test
- Photographs of the candidate
- Time allotted for the Test
- Entry Time
- Exit Time
- Time taken for the each Test
- Marks obtained
- Maximum marks
- Result Pass/Fail

1.7 Test for Light Motor Vehicle:

1.7.1 Up-gradient Test:

In this test candidate should drive the light motor vehicle on an up-gradient without any backward movement. When the candidate is asked to proceed with the test, he/ she should position the car within the specified area. If the vehicle is in proper position, a green signal will glow then the candidate should switch off the engine and apply the vehicle's hand brake (If the vehicle is not positioned properly the signal will be red). When the signal is green, the candidate will be given manual signal to start the vehicle and move forward. Any backward movement during the test is measured through surface backward movement covering not more than 6 inches will be considered pass. For the above test refer to class 1.3.1 also.

1.7.2 **The Forward '8' Test:**

In this test, the candidate should drive the vehicle, within a specified time, in the forward direction, on a track shaped like the digit '8'. The dedicated computer will monitor the time in the test area. The track shall have appropriate number of video camera placed to the track surface. The system will display on line 2 dimensional driving path on the console and will compute driving skill on various parameters like Standard Direction, Reverse Detection, Stoppage Detection, speed, time and Kerb Hit detection if any. For the above test refer to class 1.3.1 also.

1.7.3 **The Reverse Parallel Parking Test:**

In this test candidate has to park the vehicle in specified space. Once the green light glows, the candidate should start the vehicle, move forward to cross the stop/ start line, reverse the vehicle and park within the specified area and within specified time. When the vehicle crosses the Start Line. The dedicated computer will monitor the time in the test area. This track shall have appropriate number of video cameras. The system will compute standard direction, time speed and kerb hit. For the above test refer to class 1.3.1 also.

1.7.4 **Reverse 'H' Test:**

In this test the candidate has to drive in the Forward & backwards direction on a track shaped like the English alphabet 'H'. When the vehicle crosses the Start Line. The dedicated computer will monitor the time in the test area. This track shall have appropriate number of video cameras. The candidate will enter in forward direction in section 1 and will reverse diagonally from section 1 to 2. Move in forward direction from section 2 to 3 and drive in reverse direction diagonally from section 3 to 4. Form Section 4 exit in forward direction. The system should compute driving parameters such as standard direction followed, Kerb hit detection, time and speed. For the above test refer to class 1.3.1 also.

1.8 **Test for motor cycle:**

1.8.1 **Serpentine Test:**

In this test, the candidate should drive the vehicle, within a specified time, in the forward direction, on a narrow serpentine track with multiple turns as shown in figure. The dedicated computer will monitor the time and deviations in the test area. This track shall have appropriate number of Video cameras. The system will display on line 2 dimensional driving path on the console and will computed driving skill on various parameters like Standard Direction, Reverse Detection, Stoppage Detection, speed, time and Kerb Hit detection if any, While driving if candidate loses balances to be detected. For the above test refer to class 1.3.1 also.

1.9 The assessment of actual costs w.r.t the designing, engineering, financing, procurement, installation of equipments, software development and IT Infrastructure including hardware and software including supply of manpower etc for **operation and maintenance of the Project shall be made by the bidder**. The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract for the implementation of the Project.

1.10 The Contract Agreement sets forth the terms and conditions for grant of the contract to the vendor/bidder, including the scope of the vendor's/bidder's services and obligations (as part of the Bidding Document. The draft contract agreement is enclosed at **Appendix XI**

of the RFP.

1.11 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Contract Agreement or the Procuring Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Procuring Authority.

Section II

2. Standard Operating Procedure of DLIC

2.1 The following standard operating procedure shall to be followed for conducting the driving test and issuing test report using IDTS technology:

Online appointment shall be taken by the candidate to take the licensing test.

Note: Until the prevalent Sarathi website is upgraded to facilitate online collection of licensing fees a facility for manual fee collection shall also continue to be used simultaneously.

2.1.1 Step 1: Entry

- (i) One security personnel shall be made available at all times at the entry by the vendor.
- (ii) The security shall check the appointment acknowledgement of the applicant before allowing him/her enter into the premises of the centre.
- (iii) The applicant is required to be available at the centre one hour before the test time.
- (iv) On successful verification of the appointment acknowledgement, the security personnel shall direct the applicant to the 'Counter A'.

2.1.2 Step 2: Counter A- System Integrator

- (i) An authorized person of the vendor shall be available at all times at this counter.
- (ii) The applicant's relevant documents would be verified here.
- (iii) On successful verification of the documents, *the authorized person of the vendor shall collect the prescribed fees from applicant payable as "Departmental License Fees" (if required) along with the user fees prescribed in clause 1.6.2 of the RFP.*
- (iv) A receipt of payment indicating all types of fees collected by the vendor shall be issued to the applicant on successful payment. The payment receipt shall be equipped with a Token Number and QR code to verify the applicant details and the type of driving license applied for.
- (v) The applicant shall then be directed to 'Counter B' .

2.1.3 Step 3: Counter B – System Integrator

- (i) One Computer Operator shall be made available at this counter by the vendor.
- (ii) The Computer Operator shall verify the payment receipt *referred above at Step 2.*
- (iii) On successful verification, the applicant's photograph and bio-metric information shall be collected.
- (iv) Applicant identity shall be verified either by Sarathi or any other third party software.

- (v) After the issuance of token an RFID tag shall be issued to the applicant at this counter.
- (vi) The applicant shall be directed to Counter C – Training Classroom.

2.1.4 Step 4: Counter C – Training Classroom

- (i) The training classroom shall have a capacity to hold at least 20 people at one instance.
- (ii) The classroom shall be equipped with a 48 inches LED Television with audio facilities to be provided by the vendor.
- (iii) The classroom shall also be equipped Surveillance system for overall monitoring.
- (iv) The Television shall display an informative video of driving test procedure along with road safety awareness videos.
- (v) One trainer to direct and monitor applicants shall be made available at all times in the classroom by the vendor.
- (vi) An RFID reader shall be made available at the entry of the classroom by the vendor.
- (vii) The applicant shall, on entry into the classroom, use his RFID tag to register his attendance.
- (viii) The applicant shall remain in the classroom for a minimum of 20 minutes to understand the driving test procedure thoroughly from the displayed videos.
- (ix) On completion of the training, the applicant shall be directed to register his exit from the training classroom using his RFID tag.
- (x) The applicant shall be directed to the counter D.

2.1.5 Step 5: Counter D – Waiting Area

- (i) Waiting area for the applicants shall be made available to applicants by the Transport Department.
- (ii) The waiting area shall be equipped with Surveillance system for overall monitoring .
- (iii) The waiting area shall be equipped with two 48” inches LED televisions to be supplied by the vendor.
- (iv) One screen shall be utilized to display the token number of the applicants who are required to move towards the test track. This system shall be provided by vendor.
- (v) The another screen shall be utilized to display the testing procedure to be provided by vendor.
- (vi) One personnel shall be made available by the vendor at all times to monitor the applicants and direct them to the next counter.

- (vii) At centres with multiple test tracks, the display should also inform the applicants about the test track number where they should report for the test.
- (viii) The token number shall be displayed 10 minutes in advance to allow ample time to applicants to move from the waiting area to the designated test track.
- (ix) On display of the token number, the respective candidate shall be directed to the next counter E.
- (x) The applicant shall be informed to move to the next counter along with his test vehicle.

2.1.6 Step 6: Counter E – Test Queue

- (i) The applicant shall wait in the queue at the entry of the test track, before the “stop line”.
- (ii) A wireless QR code reader shall be made available by the vendor to register the applicant’s attendance at this counter.
- (iii) One personnel shall be made available at all times by the vendor at this counter.
- (iv) Here, the vendor’s authorized personnel shall mount a portable web-camera onto the vehicle that captures the applicant’s photograph for every 10 seconds during the test.
- (v) On successful mounting of the camera, the personnel shall direct the applicant to stop before the “Stop Line” and wait for the adjacent road traffic signal to turn “Green” indicating the start of the test.

2.1.7 Step 7: Counter F –Test Track

- (i) One personnel shall be made available at all times in the testing range to clear the track and for overall monitoring.
- (ii) The driving test begins as soon as the traffic signal at the track entry turns “Green”.
- (iii) The applicant has to move on the track as directed by the road signs and as indicated in the training videos.
- (iv) At the entry of each of the track segments, such as ‘parking’, ‘8’ etc., an RFID reader shall be placed to ensure that the registered applicant is taking the test.
- (v) Variable messaging boards shall be placed at the end of each test segments to display if the candidate has “Passed or Failed” in the particular test.
- (vi) If the message displays “Pass”, the candidate shall move to the next test segment.
- (vii) If the message displays “Fail”, the candidate shall exit the test track without taking the next test.
- (viii) On completion of the test, the applicant shall move to the tracks’ exit.

2.1.8 Step 8: Counter G –Track Exit

- (i) One personnel shall be made available at all times at the track exit by the vendor.
- (ii) A boom-barrier shall be provided by the vendor at the exit to regulate the movement of applicants.
- (iii) At the exit, the vendor's authorised personnel shall collect the RFID tag from the applicant.
- (iv) The web-camera shall also be removed from the vehicle by the vendors personnel.
- (v) The applicant shall be directed to move to counter H to collect the test report.

2.1.9 Step 9: Counter H – Test Report

- (i) Two personnel shall be made available at all times at the counter H by the vendor. In fact counter H is the control room of the IDTS.
- (ii) The test report shall be given to the applicant after successful verification of the test fee payment receipt.
- (iii) Provision to download test report from the website shall also be given to the applicant.
- (iv) The applicant is informed about the completion of the procedure and is directed to the centre's exit.
- (v) Copy of test report shall also be provided in real time/online to the department after the completion of the driving test.

2.1.10 Step 10: Exit

- (i) An RFID reader shall be provided by the vendor at the exit to ensure that no applicant leaves the premises with the RFID tag.

2.2 **Additional information**

2.2.1 Case 1: Candidate appears for both 2 wheeled and LMV test.

- (i) In cases where one candidate has applied for both motor cycle and light motor vehicle test together, he shall be directed to take the 2 wheeler test first.
- (ii) On completion of the motor cycle test, he shall be directed to the "Counter E" directly. The software shall be equipped to handle such alterations in the queue, by giving such applicants priority.

2.2.2 Case 2: Candidate registers and receives RFID tag but does not appear for the test.

- (i) The software shall be equipped with an announcement system to call out the applicant's name and token number if he is expected to be present at any of the counters but does not appear.

- (ii) First announcement shall be made after a period of 30 minutes from display of the token number on the television display placed at the waiting area, if he has not reported at the test queue (counter E).
- (iii) Second and final announcement shall be made after a period of 30 minutes from First announcement, if he has not reported at the test queue (counter E).
- (iv) If the candidate does not appear even after 2 such announcements, his appointment shall be cancelled for the day.
- (v) The applicant shall be required to take a fresh appointment.
- (vi) The RFID tag shall be collected from the applicant at the exit.

Note:- Any person applying for a license both for motor cycle with gear and without gear, if undertakes the test on motor cycle with gear and passes such test then such person shall be treated as deemed to have passed the test for motor cycle without gear, no separate test on motor cycle without gear shall be required *and in such case the vendor will not be allowed to charge and collect user fees for motor cycle without gear.*

2.3 Software Requirement

- 2.3.1 The queuing software used for overall operation and management of the driving licensing center, starting from the applicant registration upto his exit from the centre, shall be equipped to intelligently regulate the applicant queue and avoid any redundant delay in the operation.
- 2.3.2 All personnel in the driving ranges, including control room shall be given walkie-talkies for overall monitoring and queue management.

2.4 Minimum Manpower Requirement

S. No.	Required minimum manpower	No. of personnel	Age Limit (Yrs)	Qualification/Other requirement
1	Security at Entry/Exit Clause 2.1.1(i) and 2.1.8(i)	2		From registered security providers
2	Computer Operator at Counter A Clause 2.1.2(i)	1	21 to 35	Min. HSC/ 12 th pass with adequate knowledge of Computer Application.
3	Computer Operator at Counter B	1	21 to 35	Min. HSC/ 12 th pass with adequate knowledge of Computer Application.
4	Personnel Trainer Classroom (Counter C) Clause 2.1.4(v)	1	25 to 45	Min. Graduate
5	At Testing Range (Counters D-G) Clause 2.1.5 to 2.1.8	4	21 to 45	Min. HSC/12 th Pass
6	Personnel at Counter H Clause 2.1.9(i)	2	21 to 35	Min. HSC/ 12 th pass with adequate knowledge of Computer Application.
7	Total	11		

2.5 The requirement of man power provided at serial number 1-6 in clause 2.4 above is indicative only. The vendor is expected to visit each site & assess the manpower requirement on the basis of the number of licenses issued from each offices so as to ensure speedy disposal of the applicants. However at places where there are more than two set of driving tracks the manpower shall be assessed and provided accordingly by the vendor. The details of motor cycle and light motor vehicle licences issued during the last 3 years for each of the 14 centers is at **schedule –A** of the RFP.

2.6 The vendor will be responsible for engaging and posting the required qualified manpower as mentioned in clause 2.4 for the efficient functioning of each Project Site during the Contract Period. The bidder/vendor will be responsible for the employees deputed on Project/ Project Sites and compliance of the Acts and legislation pertaining to employment, Applicable laws and provisions of the Departments etc.

2.6.1 The vendor shall keep with it, the deployed staff members' present and permanent address, educational and technical qualification, specimen signature, two passport size photographs and furnish these details/ information to such Authority as specified by the Transport Commissioner, Government of Rajasthan from time to time.

2.6.2 The vendor shall supply valid I-cards to all the professionals/personals deployed for the Project and at each Project Sites.

2.6.3 The bidder/vendor will provide specific description of the prior experience and expertise of individuals being deployed on the Project and each Project Sites.

2.6.4 The personals and professionals deployed on Project shall not develop any direct/ indirect business/ commercial relationship with the Users/ staff of Procuring Authority/general public.

2.6.5 In case, any staff member of the vendor is found engaged in doing any work other than the project work or his/ her performance/ conduct is not found to be satisfactory or is absent from the project site, the Bidder/vendor shall *immediately make alternate arrangement for replacing such person.*

2.6.6 The manpower supplied by the vendor shall maintain office decorum. They shall be courteous, polite, co-operative and committed to the Project. They may be required to work on holidays and beyond office hours as per the instructions issued from time to time by the Transport Commissioner.

2.6.7 The vendor will ensure that no information, about the Project and the policies of the Procuring entity/Authority is taken out in any form including electronic form or otherwise, from the Project Sites.

2.6.8 The vendor shall submit monthly report of the location wise professionals, personals deployed by them in the Project and Project Sites, along with payments being made to them by 15th of every month including particular relating to compliance under various Labour Laws and Regulation e.g. deposit of EFP with the competent authorities.

2.6.9 The manpower so hired is for the Project and Project Sites only. Their deployment would in no way be construed as employment with Procuring Authority.

- 2.6.10 The Procuring Authority stands absolved for any liability on account of death or injury sustained by any personnel deployed on the Project or Project Sites, or agency who supplied manpower during the performance of this Agreement and also for any damages or compensation due to any dispute between the bidder/vendor and manpower as deployed on the Project or Project Sites.
- 2.6.11 The personnel to be deployed on the Project and Project Sites shall possess the Education qualification as referred in clause 2.4 of the RFP and shall have adequate experience for the position as per Job requirement.
- 2.6.12 The vendor shall appoint a project manager for the entire contract period. The department shall interact with such person for proper operation and maintenance of the project sites. Besides this a site manager shall also be appointed for each site by the vendor so that the local officer of the department may interact with such person for sorting out day to day problems faced during the contract period.

Section III

3 Pre Qualification/ Eligibility Criteria

A bidder participating in the bid shall possess the following minimum pre-qualification/ eligibility criteria. *Only those bids which qualify the Pre-Qualification/Eligibility Criteria shall be eligible for evaluation of technical bids.* The term "bidder" used herein would apply to both a single entity or consortium.

Sl.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a company or a combination of not more than two companies (both the lead partner and consortium partner in case of consortium) must be registered under the Indian Companies Act, 1956/2013 as the case may be.</p> <ul style="list-style-type: none"> • In case of a consortium (consisting of not more than two companies) coming together to implement the project with a formal intent to enter into an agreement or under an existing agreement to form a consortium and where both the companies shall be registered under Indian Companies Act, 1956. • No bidder applying individually or as a member of a consortium as the case may be, can be a member of another bidder. 	<p>Certified Copy of Certificates of Incorporation of the company and Companies Articles of Association, Memorandum of Association issued by registrar of companies. In case of a consortium the above documents for both the companies are to be submitted. In case of consortium joint bidding agreement in Appendix V to be enclosed.</p>
2	Statutory Registrations	<p>The bidder (lead partner in case of consortium) should have a GST registration number in the range of bidder's operations and carry a valid PAN issued from the Income tax department.</p>	<p>A copy of GST registration number, PAN to be enclosed. Copy of Income Tax return filled for last 3 financial years 2014-15, 2015-16 and 2016-17 to be enclosed.</p>
3	Sales Turnover	<p>The Bidder must have minimum annual average turnover of Rs. 40 (Forty) Crore for each of the last three audited financial years (2014-15, 2015-16, 2016-17). In case of a consortium the lead partner should have a minimum average turnover of Rs 30 (Thirty) crores and the other consortium partner should have minimum average turnover of Rs. 10 crores in each of the last 3 (three) financial years 2014-15, 2015-16 and 2016-17.</p>	<p>Certificate(s) from its Statutory auditors/CA specifying the turnover of the Bidder in each of the last three financial years accompanied with bidders audited balance sheet for these years. In case the audited accounts for F.Y 2016-17 are not finalized, provisional balance sheet with certificate from statutory auditors/ CA is to be submitted clearly mentioning</p>

			the turnover for the said financial year 2016-17. In case of consortium the above document of both the companies are to be submitted. The certificate so issued should bear the CA's registration number and seal also. Information regarding financial capacity of the bidder is also to be provided in the format in Appendix-VII of the RFP
4	Net Worth	The bidder (lead bidder and its partner in case of consortium) should have a positive net worth (measured as sum of subscribed and paid-up capital plus free reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity share holder) in the last financial year i.e. year 2016-17.	(1) Solvency certificate issued from a scheduled bank for the current year 2016-17 to be submitted. (2) Certificate from CA/Auditor for net worth.
5	Manpower Strength	The Bidder (either of the consortium partner) should have at least 50 employees on its payroll as on 31.03.2017.	Copy of Provident Fund or Employees State Insurance (ESI) payment challan for last three months (from the date of RFP response submission) with Name and PF or ESI number of each of the employee.
6	Project experience and performance	The Bidder (either of the consortium partner) shall have experience of execution of at least one e-Governance/multi location* IT related service project providing end-to-end solutions (minimum 5 service delivery locations for each project) on PPP basis i.e. BOO (Build, Own, Operate) / BOOT (Built, Own, Operate and Transfer) etc during last 3 financial years in India or experience of operation and maintenance of automated driving track system project providing end to end solution on PPP basis during the last 3 financial years in Central Government or any of the States/UTs of India.	Experience Certificate for the Projects which have been completed along with the Completion Certificate issued by the concerned client(s) or satisfactorily working Certificate(s) wherein it is mentioned that the end to end solutions under on PPP basis BOO / BOOT etc have been implemented successfully and is operational in all respect issued by a authorized officer of the concerned Department
7	Certification	The bidder (either of the consortium partner) must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 or CMMI level III or ISO 27001	Relevant copy of valid certificate(s) as on date of the submission of bid.

8	Not being Blacklisted	The bidder (both lead and other than lead partner in case of consortium) shall not be under a declaration of ineligibility / banned / black listed by any State/UT or Central Government in India for corrupt or fraudulent practices in last three years	Self Certificate.
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Note:

- (i) *By the term Multi-Location e-governance project, it is meant a project having minimum 5 locations, where e-governance project was executed/ implemented providing end-to-end solutions.
- (ii) The bidder shall be required to comply with all the parameters referred in above matrix and thereupon, if found eligible in pre-qualification criteria than such bidder shall be eligible for the next round of bid i.e. for opening of technical bid.
- (iii) In addition to the provisions regarding the qualifications of the bidders as set out in clause 3. above the procuring entity/authority may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity/authority shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity/authority shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity/authority.

Section IV

4 Instruction to bidders

4.1 The Procuring entity/Authority has adopted a single stage two part process (referred to as the Bidding") for selection of the bidder for award of the Project. The first part shall include obtaining & evaluating of the Technical Bid to qualify the interested parties who has submitted the Bid in accordance with the provisions of this RFP (the Bidder", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second part shall refer to evaluation of Financial Bid of the technically qualified Bidders.

4.2 Sale of Bidding/ Tender Documents

4.2.1 The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per the Schedule referred in NIB of the RFP. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall download the bidding document from the websites and will require to pay, a sum of Rs. 10,000 (Rupees Ten Thousand only) in the form of Pay Order or Demand draft in favour of Transport Commissioner, Government of Rajasthan" payable at Jaipur as the cost of the Bidding Process and Bidding Documents and a sum of Rs. 1,000 (Rupees One Thousand only) in the form of Pay Order or Demand draft in favour of Managing Director, RISL payable at Jaipur to the procuring entity/ authority.

4.2.2 The bid shall summarily be rejected if it is not accompanied with the sum of money referred above in clause 4.2.1.

4.3 Pre-bid Meeting/ Clarifications

4.3.1 Any prospective bidder may, in writing, seek clarifications from the procuring entity/authority in respect of the bidding documents. *The clarification sought by the bidder should specifically refer the clause on which clarification is being sought by the bidder.*

4.3.2 A pre-bid conference shall be convened by the procuring entity/authority as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

4.3.3 The period within which the bidders may seek clarifications under clause 4.3.1 above and the period within which the procuring entity/ authority shall respond to such requests for clarifications shall be as under: -

4.3.3.1 Last date of submitting clarifications requests by the bidder: **as per NIB**

4.3.3.2 Response to clarifications by procuring entity/ authority: **as per NIB**

4.3.4 The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity/authority provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

4.4 Changes in the Bidding Document

- 4.4.1 At any time, prior to the deadline for submission of Bids, the procuring entity/authority may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 4.4.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity/authority shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 4.4.3 In case, a clarification or modification is issued to the bidding document, the procuring entity/authority may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- 4.4.4 Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity/authority.

Provided that in such case the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4.5 Period of Validity of Bids

- 4.5.1 Bids submitted by the bidders shall remain valid for a period of 180 days. A Bid valid for a shorter period shall be rejected by the Procuring entity/Authority as non-responsive Bid.
- 4.5.2 Prior to the expiry of the period of validity of Bids, the Procuring entity/Authority, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- 4.5.3 Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4.6 Format and Signing of Bids

- 4.6.1 Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- 4.6.2 All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- 4.6.3 A single stage two part/ cover system shall be followed for the Bid: -
- (a) Technical Bid, including fee details, eligibility & technical documents
 - (b) Financial Bid

4.7 The technical bid shall consist of the following documents: -

The bid shall be accompanied with following documents.

Sr. No.	Document type	Document format
1	Covering letter of technical bid	In the format at Appendix I
2	Fee details	
2.1	Tender fees	Scanned copy of DD
2.2	E-tender processing fees	Scanned copy of DD
2.3	EMD/BG	In the format at Appendix VI
3	Pre qualification documents	
3.1	Tender format	Copy of RFP
3.2	<u>Failure of Performance</u> A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Consortium Member; and the penalty or bar or termination or expel subsists as on the date of the Bid, will not be eligible to submit the Bid.	Self declaration
3.3	Details of bidder/consortium partners including brief description of roles and responsibilities	In the format at Appendix II
3.4	Power of Attorney (PoA) authorizing signatory of the bid	In the format at Appendix III
3.5	Power of Attorney (PoA) nominating the lead partner	In the format at Appendix IV
3.6	In case of consortium joint bidding agreement by both the partners of the consortium	In the format at Appendix V
3.7	Statement of legal authority (in case of consortium)	As per format at Appendix VIII
3.8	All the documents mentioned in pre qualification/eligibility criteria at clause 3 of RFP	As per formats mentioned at Section III of the RFP

4.8 Financial bid shall include the following document

The bid shall be accompanied with following documents.

S. No.	Document type	Document format
1	Financial bid	In the format at appendix IX

The financial criteria is based on the minimum concession/contract period offered by the bidder to develop, operate and maintain the IDTS based automatic driving test centers on **BOOT** basis as per the terms and conditions of the RFP, at rates prescribed in clause 1.6.2 of the RFP.

4.9 The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid in the prescribed format only are properly indexed and placed in the some order as required in the bid. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

4.10 Where the Bidder is a Consortium, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/2013 (the " **SPV**") to execute the Contract Agreement and implement the Project. In addition to forming a SPV, comply with the following additional requirements:

4.10.1 Number of members in a consortium shall not exceed 2 (two);

4.10.2 Within the 2 (two) consortium members, either of the members of the consortium shall be required to meet the technical/financial capability as detailed out in Clause 3 and clause 4.7 of the RFP;

4.10.3 Subject to the provisions of sub-clause 4.10.2 above, the Bid should contain the information required for each member of the Consortium in **Appendix - II**;

4.10.4 Members of the Consortium shall nominate one member as the lead member (the "Lead"). The nominations(s) shall be supported by a Power of Attorney, as per the format at **Appendix-IV**, signed by the other member of the Consortium;

4.10.5 The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations in **Appendix- II** of RFP;

4.10.6 An individual Bidder cannot at the same time be member of a Consortium applying for qualification and selection as vendor for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification and selection as vendor for the Project;

4.10.7 The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

4.10.8 Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix V** (the " **Jt. Bidding Agreement**") for the purpose of submitting this Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

(i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the bidder/vendor in terms of the Contract Agreement, in case the contract to undertake the Project is awarded to the Consortium;

(ii) clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) commit the minimum equity stake to be held by each member;

(iv) commit that the Lead Member shall subscribe to at least 75% (seventy five

percent) or more of the paid up and subscribed equity of the SPV; other member of consortium shall subscribe up to 25% (twenty five percent) of equity which shall not be less than 15% of the paid up and subscribed equity of the SPV shall further commit that each such member shall, for the entire Contract Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV as specified in the Contract Agreement;

- (v) members of the Consortium undertake that they shall collectively hold 100% (one hundred one per cent) of the subscribed and paid up equity of the SPV at all times until the end of the Contract Period; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the bidder in relation to the Project until all the obligations laid down in the Contract Agreement is achieved.

Note: Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Procuring entity/Authority.

4.10.9 The following conditions shall be adhered to while submitting the Bid:

- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder or Member named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (iii) in case the Bidder is a Consortium, each Member i.e. Technical and Financial Member should substantially satisfy the technical and financial pre-qualification requirements respectively & to the extent specified herein.

4.11 An Escrow account shall be opened and operated by the vendor for the deposition of both type of fees in this account. This account shall be opened in a scheduled bank in the joint name of the Transport Commissioner, GoR, vendor and the concerned scheduled bank by entering into an agreement for operating such Escrow account on mutually agreed terms and conditions. The user fees collected by the vendor shall be deposited in this account and the "departmental license fee" and the "user fees" as referred in clause 1.6.2 of the RFP shall be transferred in the following manner:-

- (i) The entire departmental fees collected and deposited in Escrow account on each day by the vendor shall be transferred at the end of the day in the account of Transport Commissioner, Government of Rajasthan in such manner as may be prescribed by the Transport Department.
- (ii) Out of the total user fees collected and deposited by the vendor on each day 80% of this user fees so collected by the vendor shall be transferred in the account of

the vendor in such manner as specified by him in consultation with the Transport Department. 20 % of the user fees collected on each day shall be retained in the Escrow account.

- (iii) At the end of each calendar month the entire amount retained in the Escrow account shall be transferred to the vendor's account subject to deduction of any penalty levied by the department on the vendor for lapse in services required to be provided by the vendor under clause 7.19 of the RFP.
- (iv) The concerned scheduled bank shall submit the MIS of such deposits on next day of the above transactions made in the Escrow account. In case of any discrepancy in the amount to be paid as departmental fees or the amount of user fees to be retained then the difference of amount shall be paid immediately to the Transport Department or to the vendor, as the case may be.

4.12 Cost & Language of Bidding

- 4.12.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.12.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity/authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

4.13 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

4.14 Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security of Rs. 60 Lakh (Sixty lakhs) as specified in the NIB.

- 4.14.1 In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government and in such case if they are exempted from deposit of bid security than a copy of the exemption order is to be enclosed.
- 4.14.2 Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- 4.14.3 Bid security of a bidder lying with the procuring entity/authority in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

- 4.14.4 The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- 4.14.5 The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity/authority.
- 4.14.6 Prior to presenting a submission, a bidder may request the procuring entity/authority to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity/authority shall respond promptly to such a request.
- 4.14.7 The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity/authority from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- 4.14.8 The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting Performance Bank Guarantee.
- 4.14.9 The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- 4.14.10 when the bidder withdraws or modifies its bid after opening of bids;
- 4.14.11 when the bidder does not execute the agreement, if any, after the issuance of Letter of Authority;
- 4.14.12 when the bidder fails to execute work as per the project completion schedule given at **Schedule-D** of the RFP;
- 4.14.13 when the bidder does not deposit the Performance Bank Guarantee within specified period after the issuance of Letter of Authority; and
- 4.14.14 if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document and provided in rule 80 of RTPP Rules, 2013.
- 4.14.15 Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- 4.14.16 No interest shall be payable on the bid security.
- 4.14.17 In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Bank Guarantee, or refunded if the successful bidder furnishes the full amount of Performance Bank Guarantee.
- 4.14.18 The procuring entity/authority shall promptly return the bid security at the earliest of the following events, namely:-
- (i) the expiry of validity of bid security;

- (ii) the execution of agreement for procurement and Performance Bank Guarantee is furnished by the successful bidder;
- (iii) the cancellation of the procurement process; or
- (iv) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

4.15 Deadline for the submission of Bids

4.15.1 Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

4.15.2 Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity/authority. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity/authority shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

4.16 Withdrawal, Substitution, and Modification of Bids

4.16.1 If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".

4.16.2 Bids withdrawn shall not be opened and processed further.

4.17 Fraud and Corrupt Practices

4.17.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Procuring entity/Authority may reject a Bid, or withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Bidder/vendor, as the case may be, if it determines that the Bidder or Bidder/vendor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Procuring entity/Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to

the Procuring entity/Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.

4.17.2 Without prejudice to the rights of the Procuring entity/Authority under Clause 4.17.1 hereinabove and the rights and remedies which the Procuring entity/Authority may have under the LOA or the Contract Agreement, or otherwise, if a Bidder or Bidder/vendor, as the case may be, is found by the Procuring entity/Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of LOA or the execution of Contract Agreement, such Bidder or Bidder/vendor shall not be eligible to participate in any tender or RFQ or RFP issued by the Procuring entity/Authority during a period of 2 (two) years from the date such Bidder or Bidder/vendor, as the case may be, is found by the Procuring entity/Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.17.3 For the purposes of Section 4.17, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "Corrupt" means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Procuring entity/Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Procuring entity/Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- (ii) save and except as permitted under Clause 3, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Procuring entity/Authority in relation to any matter concerning the Project;

(b) "fraudulent" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "Coercive" means impairing or harming, or threatening to impair or harm, action directly or indirectly, any person or property to influence any person's participation or in the Bidding Process;

(d) "undesirable" means

- (i) establishing contact with any person connected with or employed or engaged by the Procuring entity/Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - (ii) having a Conflict of Interest as provided in rule 81 of the RTPP, Rules, 2013.
- (e) " **restrictive**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section V

5 Evaluation of Bids

5.1 Opening of Bids:-

- 5.1.1 The Bids shall be opened by the bid opening & evaluation committee constituted by the procuring entity on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- 5.1.2 The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- 5.1.3 The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names, e-mail id and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- 5.1.4 All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to Transport Department).
- 5.1.5 The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness of the bid and ensure that the: -
- (i) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - (ii) bid is valid for the period, specified in the bidding document;
 - (iii) bid is unconditional and the bidder has agreed to give the required Performance Bank Guarantee; and
 - (iv) other conditions, as specified in the bidding document are fulfilled.
 - (v) any other information which the committee may consider appropriate.
- 5.1.6 No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- 5.1.7 The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

5.2 Selection Method:

The bids shall be evaluated in terms of the technical criteria laid down in clause 5.7 of the bid. Bidder found eligible in technical evaluation shall only be considered for financial evaluation.

Qualifying bidder shall be subsequently evaluated on the basis of financial bid submitted by them. The bidder who offers the minimum concession period shall be selected for award of contract. The L1 bidder shall be evaluated on the basis of the minimum concession period offered for the execution of the project by the bidder at the rates offered by the procuring entity/authority in clause 1.6.2 of the RFP. Here the execution of the project shall mean the installation, operation and maintenance of the project as provided in RFP. In case the concession period quoted by two or more bidders is same then the bidder who scores higher marks in the technical evaluation provided in clause 5.7 of the RFP shall be selected for the award of contract.

5.3 Clarification of Bids

- (i) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- (ii) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- (iii) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- (iv) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- (v) Document submitted during the clarification should not be of date beyond the bid submission date.

5.4 Evaluation & Tabulation of Technical Bids

5.4.1 Determination of Responsiveness

The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document. *Only those bids which qualify the Pre-Qualification/Eligibility Criteria shall be eligible for evaluation of technical bids.*

5.4.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- (i) "deviation" is a departure from the requirements specified in the bidding document;
- (ii) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (iii) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

5.5 A material deviation, reservation, or omission is one that, if accepted, shall:-

- (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
- (ii) limits in any substantial way, inconsistent with the bidding documents, the procuring entity's/authority's rights or the bidder's obligations under the proposed contract; or
- (iii) if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

5.5.1 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

5.5.2 The procuring entity/authority shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

5.6 Non-material Non-conformities in Bids

- (vii) The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- (viii) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMI Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid. However, document submitted by the bidder, shall not belong to the date after the last day of bid submission date.
- (ix) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

5.7 Technical Evaluation Criteria

Only those Bids which qualify the Pre-Qualification/eligibility Criteria, shall be evaluated technically on the basis of following evaluation matrix:

Sl.	Basic Requirement	Specific Requirements	Maximum marks
1	Sales Turnover	The Bidder must have minimum annual average turnover of Rs. 40 (Forty) Crore for each of the last three audited financial years (2014-15, 2015-16, 2016-17). In case of a consortium the lead partner should have a minimum average turnover of Rs 30 (Thirty) crores and the other consortium partner should have minimum average turnover of Rs. 10 crores in each of the last 3 (three) financial years 2014-15, 2015-16 and 2016-17.	15

2	Net Worth	The bidder (lead bidder and its partner in case of consortium) should have positive net worth (measured as sum of subscribed and paid-up capital plus free reserves) in the last financial year i.e. year 2016-17	10
3	Manpower Strength	The Bidder (either of the consortium partner) should have at least 50 employees on its payroll as on 31.03.2017.	15
4	Multi-location Projects	<ul style="list-style-type: none"> The Bidder (either of the consortium partner) shall have experience of execution of at least one e-Governance/multi location IT related service project providing end-to-end solutions (minimum 5 service delivery locations for each project) on PPP basis i.e. BOO (Built, Own, Operate) / BOOT (Built, Own, Operate and Transfer) etc in last 3 financial years in any of the State Government/Central Government/UT of India preceding the bid due date. operation maintenance of automated driving track system project providing end to end solution on PPP basis during last 3 financial year for Central Government or in any of the States/UTs of India. 	25 15
5	Certification	The bidder (either of the consortium partner) must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 or CMMI level III or ISO 27001	10
6	Software Application Experience	The Bidder (either of the consortium partner) should have experience in development, implementation and operations of IT projects using payment of fees using a bank / aggregator's payment gateway.	10
	Total Marks		100

All the bidders who score 70 or more marks shall be eligible for opening of financial bids. The financial bid of the bidders who failed to score minimum of 70 marks shall not be opened.

5.8 Tabulation of Technical Bids

5.8.1 Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

5.8.2 The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

5.8.3 The number of bidders qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity/authority to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

5.8.4 The bidders who qualified in the technical evaluation shall be informed in writing or through e-mail etc about the date, time and place of opening of their financial Bids.

5.9 Evaluation & Tabulation of Financial Bids

The bidders found eligible after the evaluation of technical bid shall be evaluated on the basis of the financial bid submitted by them. The procuring entity/authority shall take following actions for evaluation of financial Bids:-

5.9.1 For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

5.9.2 the process of opening of the financial Bids shall be similar to that of technical Bids.

5.9.3 the names of the bidders, the concession period offered by them and conditions put, if any, shall be read out and recorded;

5.9.4 conditional Bids are liable to be rejected;

5.9.5 the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer i.e. the minimum concession period offered by the bidder for execution of project and the other bidder shall be listed in ascending order in terms of the concession/contract period offered by them;

5.9.6 the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity/authority;

5.9.7 The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.

5.10 Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

5.10.1 if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

5.10.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

5.10.3 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause 5.10.1 and 5.10.2 above.

5.11 Acknowledgement by Bidders

- 5.11.1 It shall be deemed that by submitting the Bid, the Bidder has:
- 5.11.2 made a complete and careful examination of the RFP;
- 5.11.3 received all relevant information requested from the Procuring entity/ Authority;
- 5.11.4 accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Procuring entity/Authority relating to any of the matters referred to in Clause 4.7 and Clause 4.8 above;
- 5.11.5 satisfied itself about all matters, things and information including matters referred to in Clause 4.7 and Clause 4.8 above hereinabove necessary and required for submitting a Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- 5.11.6 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.7 and Clause 4.8 above hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Procuring entity/Authority, or a ground for termination of the Contract Agreement by the bidder/vendor;
- 5.11.7 acknowledged that it does not have a Conflict of Interest as provided in rule 81 of the RTPP Rules, 2013; and
- 5.11.8 agreed to be bound by the undertakings provided by it under and in terms hereof.
- 5.11.9 The Procuring entity/Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Procuring entity/Authority.

5.12 Verification and Disqualification

- 5.12.1 The Procuring entity/Authority reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall when so required by Procuring entity/Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Procuring entity/Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procuring entity/Authority there under.
- 5.12.2 The Procuring entity/Authority reserve the right to reject any Bid and appropriate the Bid Security if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Procuring entity/Authority, the supplemental information sought by the Procuring entity/Authority for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then the Procuring entity/Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Procuring entity/Authority, including annulment of the Bidding Process.

5.12.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Procuring entity/Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Bidder/ SPV has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Procuring entity/Authority to the Bidder, without the Procuring entity/Authority being liable in any manner whatsoever to the Selected Bidder or Bidder/vendor. In such an event the Procuring entity/Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy which the Procuring entity/Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

5.13 Exclusion of Bids/ Disqualification

5.13.1 A procuring entity shall exclude/ disqualify a Bid, if: -

- 5.13.1.1 the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- 5.13.1.2 the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- 5.13.1.3 the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- 5.13.1.4 the Bid materially departs from the requirements specified in the bidding document or it contains false information;
- 5.13.1.5 the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- 5.13.1.6 a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

5.13.2 A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

5.13.3 Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- (i) communicated to the concerned bidder in writing;
- (ii) published on the State Public Procurement Portal, if applicable.

5.14 Lack of competition

A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- 5.14.1 the Bid is technically qualified;
- 5.14.2 the period of concession quoted by the bidder is assessed to be reasonable;
- 5.14.3 the Bid is unconditional and complete in all respects;
- 5.14.4 there are no obvious indicators of cartelization amongst bidders; and
- 5.14.5 the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

5.14.1 The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

5.14.2 In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

5.14.3 If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

5.15 Acceptance of the successful Bid and award of contract

5.15.1 The procuring entity/authority after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

5.15.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

- 5.15.3 Before award of the contract, the procuring entity/authority shall ensure that the concession period offered by the successful Bid is reasonable and consistent with the required quality.
- 5.15.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 5.15.5 The procuring entity/authority shall award the contract to the bidder whose offer has been determined to be the lowest set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- 5.15.6 Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- 5.15.7 As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of Performance Bank Guarantee or a Performance Bank Guarantee declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 5.15.8 If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- 5.15.9 The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its Performance Bank Guarantee is obtained.

5.16 Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

5.17 Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

5.18 Performance Bank Guarantee

- 5.18.1 Prior to execution of agreement, Performance Bank Guarantee shall be solicited from all successful bidders in the format **Appendix X** except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State

Government and undertakings of the Central Government. However, a Performance Bank Guarantee declaration shall be taken from them. The State Government may relax the provision of Performance Bank Guarantee in particular procurement or any class of procurement.

- 5.18.2 The amount of Performance Bank Guarantee shall be 150 lakhs which is 5% of the estimated cost of the project,
- 5.18.3 Performance Bank Guarantee shall be furnished in any one of the following forms: -
- 5.18.3.1 Bank Draft or Banker's Cheque of a scheduled bank;
- 5.18.3.2 National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- 5.18.3.3 Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- 5.18.3.4 Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the Performance Bank Guarantee, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 5.18.4 Performance Bank Guarantee furnished in the form specified above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations, maintenance, transfer of assets and defect liability period.
- 5.18.5 Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- (i) When any of the terms and condition of the contract is breached.
- (ii) When the bidder fails to implement the project satisfactorily.
- (iii) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document and as provided in Rule 80 of the RTPP Rules, 2013.
- 5.18.6 Notice will be given to the bidder with reasonable time before Performance Bank Guarantee deposited is forfeited.
- 5.18.7 No interest shall be payable on the PSD.

5.19 Execution of agreement

- 5.19.1 The procurement contract shall be signed as per the provisions of RFP, the draft agreement is at **Appendix XI**. The contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 5.19.2 The successful bidder shall sign the procurement contract agreement within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- 5.19.3 If the bidder, who's Bid has been accepted, fails to sign a written procurement/contract or fails to furnish the required Performance Bank Guarantee within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the to the next lowest bidder, in accordance with the criteria and procedures set out in the bidding document.
- 5.19.4 The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

5.20 Confidentiality

- 5.20.1 Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
- (i) impede enforcement of any law;
 - (ii) affect the security or strategic interests of India;
 - (iii) affect the intellectual property rights or legitimate commercial interests of bidders;
 - (iv) affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- 5.20.2 The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- 5.20.3 The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates clause 5.20.1 above.
- 5.20.4 In addition to the restrictions specified above, the procuring entity/authority, while procuring a subject matter of such nature which requires the procuring entity/authority to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.21 Cancellation of procurement process

- 5.21.1 If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- 5.21.2 A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- (i) at any time prior to the acceptance of the successful Bid; or
 - (ii) after the successful Bid is accepted in accordance with clause 5.15.5 and clause 5.15.6 of the bid.
- 5.21.3 The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- 5.21.4 The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- 5.21.5 If the bidder whose Bid has been accepted as successful fails to sign any written procurement/ contract agreement as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- 5.21.6 If a bidder is convicted of any offence under the provisions of RTPP Act, 2012 the procuring entity may: -
- (i) cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - (ii) rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

5.22 Code of Integrity for Bidders

- 5.22.1 No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- 5.22.2 The code of integrity include provisions for: -
- (i) Prohibiting other bidders to apply for submitting bid;
 - (ii) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (iii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (iv) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

- (v) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (vi) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- (vii) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (viii) any obstruction of any investigation or audit of a procurement process;

5.23 Disclosure of conflict of interest;

The bidder should not have a conflict of interest in the procurement in question as stated in rule 81 of RTPP rules, 2013. A declaration in this regard is to be made by bidder. All bidders found to have a conflict of interest shall be disqualified.

5.23.1 disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

5.23.2 Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

5.23.3 exclusion of the bidder from the procurement process;

5.23.4 calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

5.23.5 forfeiture or encashment of any other security or bond relating to the procurement;

5.23.6 recovery of payments made by the procuring entity along with interest thereon at bank rate;

5.23.7 cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

5.23.8 debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

5.24 Interference with Procurement Process

A bidder, who: -

- (a) withdraws from the procurement process after opening of financial bids;
- (b) withdraws from the procurement process after being declared the successful bidder;
- (c) fails to enter into procurement contract after being declared the successful bidder;
- (d) fails to provide Performance Bank Guarantee or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

Section VI

6 Appeals

6.1 Subject to “Appeal not to lie in certain cases” as provided in section 40 of RTPP Act, 2012 in rest of the cases below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal before the Joint Secretary (Transport), Transport Department, Government of Rajasthan for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- (i) Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
- (ii) Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

6.1.1 The officer to whom an appeal is filed under clause 6.1 above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

6.1.2 If the officer designated under clause 6.1 above fails to dispose of the appeal filed under that sub-section within the period specified in clause 6.1.1 above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal before Principal Secretary, Transport, Government of Rajasthan in this behalf within 15 days from the expiry of the period specified in clause 6.1.1 above or of the date of receipt of the order passed under clause 6.1.1 above, as the case may be.

6.1.3 The officer or authority to which an appeal is filed under clause 6.1.2 above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:

6.1.4 The officer or authority to which an appeal may be filed under clause 6.1 or clause 6.1.2 above shall be : First Appellate Authority: Joint Secretary, Transport, GoR
Second Appellate Authority: Principal Secretary, Transport and Transport Commissioner, GoR

6.1.5 Form of Appeal:

6.1.5.1 Every appeal under clause 6.1 and clause 6.1.2 above shall be as per **Appendix- XII** along with as many copies as there are respondents in the appeal.

6.1.5.2 Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

6.1.5.3 Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6.1.6 Fee for Appeal: Fee for filing appeal:

- (i) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (ii) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

6.1.7 Procedure for disposal of appeal:

- (i) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (ii) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (a) hear all the parties to appeal present before him; and
 - (b) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (iii) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (iv) The order passed under (iii) shall also be placed on the State Public Procurement Portal.
- (v) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

6.2 Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

6.3 Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

6.4 Offenses by Firms/ Companies

- (a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- (b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- (c) For the purpose of this section "company" means a body corporate under the Indian Company Act, 1956/2013 or other association of individuals companies.

6.5 Abetment of certain offenses:

Whoever abets an offence punishable under RTPP Act, 2012 whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

6.6 Debarment from Bidding

6.6.1 A bidder shall be debarred by the State Government if he has been convicted of an offence

- (i) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- (ii) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

6.6.2 A bidder debarred under (i) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

6.6.3 If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” as provided in section 11 of RTPP Act, 2012. It may debar the bidder for a period not exceeding three years.

6.6.4 Where the entire bid security or the entire Performance Bank Guarantee or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity/ authority in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity/ authority for a period not exceeding three years.

6.6.5 The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

6.7 Monitoring of Contract

6.7.1 A Contract Monitoring Committee (CMC) consisting of the officers of the department nominated by procuring entity/authority including nominee of CIRT, Pune to monitor the progress of the contract during its delivery period shall be constituted. The CIRT shall assist the above committee as a Project Management Consultant (PMC) during the execution phase and operation phase of the project and shall also undertake following activities in consultation with the Transport Department:-

(1) Execution Phase

- (i) Carrying out hardware inspection during installation and commissioning of Automated Driving Test System and conduct testing of deliverables.
- (ii) Preparing Standard Operating Procedure (SOP) for operations and conduct of overall project monitoring.
- (iii) Shall prepare and submit such periodic reports as specified by the Transport Department.

(2) Operation Phase

- (i) Shall conduct monthly audits during the first 6 months after commissioning of the project at each center.
- (ii) Shall conduct quarterly audits of the project and calibration of testing equipments every six months of commissioning of the above project at each center.
- (iii) Shall prepare and submit such periodic reports as specified by the Transport Department.

6.7.2 During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is as per specification during the installation of required system and is proportion to the total delivery period given. Since entire quantity of goods and service is to be delivered in the form of completed work, the process of completion of work may be watched and inspections of the sites where the work is being completed may be inspected.

6.7.3 If delay in execution of work is observed a performance notice would be given to the selected bidder to speed up the delivery.

6.7.4 The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

Section VII

7 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while submitting their bids.

7.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- | | |
|---------------------------------|---|
| (1) Arbitration | means arbitration held in accordance with the Arbitration and Conciliation Act, 1996 |
| (2) Authorised Signatory | Means the bidder's representative/ officer vested with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidder. |
| (3) Bid/ eBid | Means a formal offer made in pursuance of an invitation by the procuring entity/Authority and includes any tender, proposal or quotation in electronic format |
| (4) Bidder | Shall mean a company registered under the Indian Companies Act, 1956/2013 or a consortium of not more than two companies having such technical and financial qualification laid down in the bid document

Bidder shall mean an individual company constituted under the Indian Companies Act, 1956/2013 |
| (5) Bid Security | Means a security provided to the procuring entity/Authority by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents. |
| (6) Bidding Document | Means documents issued by the procuring entity/Authority, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |
| (7) Consortium | Shall mean the association of not more than two companies and of which one entity is the lead member, duly nominated by the other member of that consortium coming together with a formal intent to enter into an agreement or under an existing agreement to form a consortium. |
| (8) CMC | Means the Contract Monitoring Committee constituted under clause 6.7 of the RFP |
| (9) CMMI | Means Capability Maturity Model Integration |

- (10) Competent Authority** Means an authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Transport Commissioner, Government of Rajasthan in this bidding document.
- (11) Contract** Means the Agreement entered into between the Procuring entity/Authority and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein
- (12) Contract/Concession Period** Shall mean the Period for which the contract has been awarded to the successful bidder which shall commence from the date of issue of Work/Letter of Acceptance order.
- (13) Completion** Means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the bid.
- (14) Day** Shall mean a calendar day.
- (15) Department** Shall mean the Transport Department, Government of Rajasthan
- (16) ETDC** Means Electronic Testing & Development Center.
- (17) Gol/ GoR** Means Govt. of India/ Govt. of Rajasthan.
- (18) Goods** Shall mean all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, hardware, CCTV and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity/ Authority as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
- (19) GST** Means Goods and Service Tax
- (20) ICT** Means Information and Communication Technology.
- (21) IFB** Invitation for Bids (A document published by the Procurement entity/Authority inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
- (22) INR** Means Indian Rupee

(23) ISI	Means Indian Standards Institution
(24) ISO	Means International Standardisation Organisation
(25) IT	Means Information Technology
(26) ITB	Means Instruction to Bidders
(27) LD	Means Liquidated Damages
(28) Letter of Intent or "LoI"	Means the letter communicating intention of formal acceptance of the bid by the Government of Rajasthan
(29) NCB	Means a bidding process in which qualified bidders only from within India are allowed to participate
(30) NIB	Means Notice Inviting Bid
(31) Notification	Means A notification published in the Official Gazette
(32) OEM	Means Original Equipment Manufacturer
(33) PAN	Means Permanent Account Number
(34) PBG	Means Performance Bank Guarantee
(35) PC	Means Procurement/ Purchase Committee
(36) PQ/Eligibility criteria	Means the Pre-Qualification/eligibility criteria laid down in the RFP
(37) Procurement Process	Means the process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
(38) Procurement/ Public Procurement	Means the acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity/Authority whether directly or through an agency with which a contract for procurement services is entered into, but does not include any

acquisition without consideration, and “procure” or “procured” shall be construed accordingly

- (39) Project Site** Wherever applicable, means the designated place or places.
- (40) Tendering Authority/Procuring Authority/Entity** Means person or entity that is a recipient of goods or services provided by a bidder in this case Transport Commissioner, Government of Rajasthan.
- (41) Related services** Means the services incidental to the installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- (42) R.T.P.P. Act** Means the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
- (43) RISL** Means RajCOMP Info Services Limited
- (44) RSDC** Means Rajasthan State Data Centre, New IT Building, Jaipur
- (45) RVAT** Means Rajasthan Value Added Tax
- (46) Services** Any subject matter of procurement other than goods or works and includes physical, operation and maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity/Authority and does not include appointment of any person made by any procuring entity/Authority which also includes related services.
- (47) SLA** Service Level Agreement is a negotiated agreement between the vendor and the procuring entity/authority. In this case it refers to the contracted delivery time (of the service) or performance.
- (48) SSDG** Means State Services Delivery Gateway
- (49) State Government** Means Government of Rajasthan (GoR)
- (50) State Public Procurement Portal** Means <http://sppp.rajasthan.gov.in>
- (51) STQC** Means Standardisation Testing and Quality Certification, Govt. of India

(52) Subject Matter of Procurement	Means any item of procurement whether in the form of goods, services or works
(53) Transport Department	Means Transport Department, Government of Rajasthan.
(54) TIN	Tax Identification Number
(55) TPA	Third Party Auditors
(56) VAT/ CenVAT	Means Value Added Tax/ Central VAT
(57) Vendor	Shall mean the successful bidder to whom the contract is awarded and includes the legal successors or permitted assigns of the successful bidder.
(58) WO/ PO	Means Work Order/ Purchase Order

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the equipments to be installed and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

7.2 Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

7.3 Interpretation

7.3.1 If the context so requires it, singular means plural and vice versa.

7.3.2 The Contract constitutes the entire agreement between the Procuring entity/Authority and the Vendor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

7.3.3 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

7.3.4 Subject to the condition of clause 7.3.5 given below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights

of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

7.3.5 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

7.3.6 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

7.4 Language

7.4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Procuring entity/Authority, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.4.2 The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7.5 Notices

7.4.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

7.4.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7.6 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

7.7 Delivery & Installation

7.7.1 Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. After the completion of the installations and before the actual commencement of the testing system the vendor shall intimate the procuring entity/authority about the installations. The procuring entity/authority shall conduct a test of each site to ensure that the system installed is as per the provisions of RFP. A test shall be made by the procuring authority regarding suitability of the system in the manner prescribed in **schedule-E**.

7.7.2 Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district. The vendor shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town/district is changed,

additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

7.8 Vendor's Responsibilities

The Selected Bidder shall install and provide all the equipments related services and manpower included in the scope of work in accordance with the provisions of bidding document and/ or contract.

7.9 Procuring entity/Authority Responsibilities

7.9.1 During the execution of the project if the vendor is required to obtain permits, approvals, and import and other licenses from local public authorities, the procuring entity/authority shall, if so required by the vendor, make its best effort to assist the Vendor in complying with such requirements in a timely and expeditious manner.

7.9.2 The procuring entity/authority shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

7.10 User Fees

7.10.1 The User Fees shall be paid as specified in clause 1.6.2 of the RFP during the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

7.10.2 The bidder shall not quote and supply any hardware/ software etc that is likely to be declared as End of Sale in next 3 months and End of Service/ Support of the contract period from the last date of bid submission. If any of the hardware/ software etc is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the procuring entity/authority.

7.11 Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Procuring entity/Authority by vendor herein shall remain vested in the vendor, or, if they are furnished to the Procuring entity/Authority directly or through the vendor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

7.12 Confidential Information

(a) The Procuring entity/Authority and the vendor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

(b) The Procuring entity/Authority shall not use such documents, data, and other information received from the vendor for any purposes unrelated to the Contract. Similarly, the vendor shall not use such documents, data, and other information received from the Procuring

entity/Authority for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- (c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - (i) the Procuring entity/Authority or vendor need to share with RISL or other institutions participating in the Contract;
 - (ii) now or hereafter enters the public domain through no fault of that party;
 - (iii) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (iv) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- (d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- (e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

7.13 Specifications and Standards

- (a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the vendor.
- (b) Technical Specifications and Drawings
 - (i) The vendor shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - (ii) The vendor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring entity/Authority, by giving a notice of such disclaimer to the Procuring entity/Authority.
 - (iii) The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
 - (iv) The manpower provided by the vendor must hold the eligibility condition provided in the RFP.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring entity/Authority and shall be treated in accordance with the general conditions of the contract.
- (d) The vendor must certify that all the goods used/deployed are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- (e) The vendor should further warrant that the Goods used/deployed shall be free from defects arising from any act or omission of the vendor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

7.14 Inspection

- (a) The Procuring Entity or his duly authorized representative shall at all reasonable time have access to the sites and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ during the process of installation or afterwards as may be decided.
- (b) The installation of the system may be subject to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the system shall be made operational only subject to conformation to the standard of prescribed specifications as a result of such tests.
- (c) The vendor shall at its own expense and at no cost to the Procuring entity/Authority carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

7.15 Extension in Delivery Period and Liquidated Damages (LD)

- (a) Except as provided under clause "Force Majeure", if the vendor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring entity/Authority may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Procuring entity/Authority may terminate the Contract pursuant to clause "Termination".
- (b) The time specified for developing the site in the bidding document shall be deemed to be the essence of the contract and the vendor shall arrange goods supply and related services within the specified period.
- (c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the vendor.

- (i) The vendor shall request in writing to the Procuring entity giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or related service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- (ii) The Procuring entity/Authority shall examine the justification of causes of hindrance in the delivery of goods and related service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- (iii) Normally, extension in delivery period of goods and related service in following circumstances may be considered without liquidated damages:
 - (a) When delay has occurred due to delay in supply of drawings, designs, plans etc. if the procuring entity/authority was required to supply them to the supplier of goods or required service provider as per terms of the contract.
 - (b) When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the procuring entity/authority as per terms of the contract.
- (iv) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and related services.
- (iii) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or related services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or related services.
- (iv) If procuring entity/Authority is in need of the good and/ or related service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- (d) In case of extension in the delivery and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or related service which the selected bidder has failed to supply/ install/ complete : -

No.	Condition	LD %*
1	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %

2	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
3	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
4	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- (i) Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- (ii) The maximum amount of liquidated damages shall be 10% of the work order value/estimated project cost.
- (iii) *The percentage refers to the payment due for the associated works/ goods/ related services.

7.16 Force Majeure

- (a) The vendor shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (c) If a Force Majeure situation arises, the vendor shall promptly notify the procuring entity/authority in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by procuring entity/authority, the vendor shall continue to perform its obligations under the contract as far as reasonably practical.
- (d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- (e) In case a Force Majeure situation occurs with the Transport department, the department may take the case with the vendor on similar lines.

7.17 Termination

(a) Termination for Default

The tender sanctioning authority of Transport Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the vendor, terminate the contract in whole or in part: -

- (i) If the vendor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Transport Department; or
- (ii) If the vendor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

- (iii) If the vendor, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- (iv) If the vendor commits breach of any condition of the contract.
- (v) If Transport department terminates the contract in whole or in part, amount of PSD may be forfeited.
- (vi) Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

(b) Termination for Insolvency

Transport Department may at any time terminate the Contract by giving a written notice of at least 30 days to the vendor, if the vendor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the vendor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Transport Department.

(c) Termination for Convenience

- (i) Transport Department, by a written notice of at least 30 days sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- (ii) Depending on merits of the case the vendor may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- (iii) The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Procuring entity/Authority may elect:
 - (iv) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (v) To cancel the remainder and pay to the vendor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the vendor.

7.18 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.18.1 Payment Terms and Schedule

7.18.1.1 An Escrow account shall be opened in the name of the bidder and the procuring entity. 80% of the user fees credited in this account shall be transferred in the next working day into the account of the bidder. Deduction of penalty in case of any failure in the attainment of services shall be initially charged from this account and in case need arises the deduction of penalty shall be charged from the PBG.

7.18.1.2 The user fees by the successful bidder shall be charged from the date of commercial operation of the project.

7.18.1.3 The user fees shall be such as notified by the State Government.

7.18.1.4 The user fees charged by the bidder shall be credited in the Escrow account.

7.18.1.5 80% of the user fees charged on a day shall be transferred electronically to the bidders account on next working day.

7.18.1.6 In addition to the above the vendor shall pay 75 lakhs to the CIRT as Project Management Consultancy charge and PMC charge during the concession /contract period toward monitoring audit of each centre at such rates as prescribed in clause 1.6.2 of the RFP.

7.19 Service Level Standards/ Requirements/ Agreement

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The service level shall be tracked regularly on the basis of number of tests conducted on each of the working days by the vendor. Penalty on non-adherence to any of them shall be levied by the Principal Secretary and Transport Commissioner on the basis of the report submitted by the concerned RTO/DTO on all the service levels to the Principal Secretary and Transport Commissioner.

S. No. (1)	Measurement Parameter (2)	Service Level (3)	Penalty (4)
1.	<i>Minimum number of tests to be conducted for two wheelers and LMV class of vehicles on each working day.</i>	<i>Minimum number of combined tests for two wheelers and LMV shall be 190 on each day, out of which 100 tests shall be for two wheelers and 90 tests shall be for LMV class of vehicles, where the number of tests required to be conducted on a day is less than the above specified minimum number of tests than the test for all such applicants shall be conducted on the same day</i>	<i>Rs. 200/- per test per day for each site on the difference of number of tests which were required to be conducted and number of tests actually conducted as provided in column (3) of the table.</i>

The vendor shall be allowed an opportunity of hearing prior to the levy of above penalty by the Principal Secretary, Transport. In case Principal Secretary, Transport after hearing the vendor is of the opinion that having regard to the circumstances of the case it was beyond his control to attain the above service levels, in such cases the penalty may be reduced accordingly.

7.20 MISCELLANEOUS

7.20.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.20.2 The Procuring entity/Authority, in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to:

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Procuring entity/Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.20.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Procuring entity/Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.21 Arbitration

7.21.1 The Department and the vendor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute, arising between them under Contract.

7.21.2 If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be finally settled by binding arbitration under "The Arbitration and Conciliation Act, 1996". The Arbitrator shall be one man Arbitrator nominated by the Govt. of Rajasthan.

7.21.3 "The Indian Arbitration and Conciliation Act 1996", the rules made thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings

7.22 Passing of Property

No right, title or interest in the site (allotted by the Department to the vendor) shall pass to the vendor. The ownership of the hardware/equipment, networking, furniture, utilities & other infrastructure installed by the vendor shall be transferred to the department in working and proper functional condition after the completion of contract/concession period. The entire infrastructure shall be tested before its transfer to the department to ensure the proper working of the system by a Contract Monitoring Committee constituted by the procuring entity/authority in the same manner as referred in clause 6.7 of the RFP.

7.23 Legal Jurisdiction

Any dispute arising out of the contract shall be subject to the jurisdiction of Courts of Law located at Jaipur City only.

Appendices

APPENDIX-I

Covering Letter Comprising the Technical Bid (Refer Clause 4.7)

Dated:

To,

The Transport Commissioner &
Principal Secretary, Transport
Government of Rajasthan,
Parivahan Bhawan, Sahkar Marg,
Jaipur-302 005 (Rajasthan)

Subject: BID for Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2 wheelers and light motor vehicles in the State of Rajasthan on Public Private Partnership (PPP) basis.

Dear Sir,

With reference to your RFP document dated....., I/we, having examined the Bidding Documents and understood its contents, hereby submit my/ our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the procuring entity/Authority will be relying on the information provided in the Bid and the documents accompanying Bid for qualification/ short-listing of the Bidders and selection of the vendor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder and selection as successful vendor for the designing, financing, procurement, development, installation, operation and maintenance including supply of manpower of the aforesaid Project.

4. I/ We shall make available to the procuring entity/Authority any additional information it may find necessary or require to supplement or authenticate the Bid and Qualification Information.

5. I/ We acknowledge the right of the procuring entity/Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an

arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the procuring entity/Authority; and
- (b) I/ We do not have any conflict of interest in accordance with any Clauses of the RFP document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.17 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Government or any other public sector enterprise or any Government, Central, Union Territory or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 4.17 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Bid for the Project are true and correct as on the Bid Due Date and I/ we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clauses of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and is /are qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium are not a Member of any other Consortium submitting bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Procuring entity/Authority or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either

against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/managers/ employees.

14. I/ We acknowledge and undertake that our Consortium on the basis of Technical Capacity and Financial Capacity of those of its members on whose strength Consortium would be qualified/ short-listed shall, for the entire Contract Period, be as under:

(a) Lead Member shall hold at least 75% (seventy five per cent) or more of the paid up and subscribed equity of the SPV;

(b) The other Member shall hold equity up to 25% (twenty five per cent) and which shall not be less than 15 % of the paid up and subscribed equity; and

(c) Shall further commit that each such member shall, for the entire Contract Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV and undertake that we shall collectively hold 100% (one hundred percent) of the subscribed and period paid up equity of the SPV at all times until the end of the contract period;

15. The Statement of Legal Capacity as per format provided at **Appendix-VIII** of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of consortium, as per format provided at **Appendices III and IV** respectively of the RFP, are also enclosed.

16. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procuring entity/ Authority in connection with the qualification/ short listing of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/ we agree to enter into a Contract Agreement (**Appendix-XI**) in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. I/ We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the Project, Project Sites and volume of licenses. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Procuring entity/ Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

20. I/ We certify that in terms of the RFP, my/ our Net worth is Rs.....(Rupees.....)(in words).

21. I/ We have offered a Bid Security of Rs. 60 Lakh (Sixty Lakh) to Transport Commissioner, Government of Rajasthan, in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (*strike out whichever is not*

applicable) is attached.

22. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.

25. The Concession/contract period for the project has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of project cost and Users and after careful assessment of all the Project Sites and all the conditions that may affect the project cost and implementation of the project.

26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/ we submit this bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

**Appendix-II
Details of Bidder**

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Procuring entity/Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for both the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in item no. 3.6 of Clause 4.7 should be attached to the Bid.
 - (c) Information regarding the role and responsibility of each Member in the project should be provided as per table below:

Sl. No.	Name of the consortium	Role and responsibility {Refer Clause 4.10.5}	Percentage of equity in the Consortium
1.			
2.			

* The role and responsibility of each Member, as may be determined by the Bidder, should be indicated in item number 3.3 of clause 4.7

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government/UT, or any entity controlled by it, from participating in any PPP based project i.e. BOT/BOO/BOOT or otherwise?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

APPENDIX-III
Power of Attorney Authorizing signatory for signing of Bid
(Refer Clause 4.7)

Know all men by these present, We(*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms..... (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and LMV in the State of Rajasthan on Public Private Partnership (PPP) basis** (the "Project") proposed or being developed by the Transport Department, Government of Rajasthan (the "**Procuring entity/Authority**") including but not limited to signing and submission of bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Procuring entity/Authority, representing us in all matters before the Procuring entity/Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Procuring entity/Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Procuring entity/Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS

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

For

.....

(Signature, name, designation and address)

Witnesses

: 1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX-IV

Power of Attorney Nominating the Lead Member of Consortium

(Refer Clause 4.7)

Whereas the Transport Commissioner & Principal Secretary, Government of Rajasthan ("the Procuring entity/Authority"), has invited Bids from interested parties for the Development, operation and maintenance of **Automated Driving Test Track Centres in the State of Rajasthan under PPP** basis (the "Project")

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP), and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the all acts deeds and this as may be necessary in connection with the consortium's bid for the Consortium,

Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at
M/s..... having our registered office at, and M/s
..... having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being

one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract/ contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification/ short-listing of the Consortium and evaluation of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Procuring entity/Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Procuring entity/Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF, 20

.....
For
.....
(Signature)

.....
(Name & Title)

.....
For
.....
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX-V
Joint Bidding Agreement
(Clause 3 and 4.7)

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

AMONGST

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

AND

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

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

WHEREAS

Transport Commissioner & Principal Secretary, Transport, Government of Rajasthan (hereinafter referred as the "Procuring entity/Authority") has invited Bids (the "**Bids**") by its Request for Proposal No. dated..... (the "RFP") selection of Bidder for Development, operation & maintenance of **Automated Driving Test Track Centres in the State of Rajasthan on Public Private Partnership (PPP) mode** (the "Project").

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for

the purposes of jointly participating in the Bidding Process for the Project.

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the **SPV**) under the Indian Companies Act, 2013 for entering into a Contract Agreement with the Procuring entity/Authority and for performing all its obligations as the Bidder/vendor in terms of the Contract Agreement for the Project.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from the other Party for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be the Technical Member of the Consortium;

5. Joint and Several Liability

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

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

The Parties undertake that the Lead Member shall subscribe to at least 75% (seventy five percent) or more of the paid up and subscribed equity of the SPV; and the other member shall subscribe up to 25% (twenty five percent) of equity which shall not be less than 15% (fifteen percent) of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Contract Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV, whose experience and networth/ turnover have been reckoned for the purposes of qualification/ short-listing of Bidders for the Project in terms of the RFP.

The Parties undertake that they shall collectively hold 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV at all times during the Contract period. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

Note:- The actual paid up and subscribed equity of the partner is to be indicated in the above clause by the consortium partner.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and

effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified/ short-listed for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by Transport Commissioner, Government of Rajasthan to the Bidder, as the case may be.

9. Miscellaneous

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

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For
and on
behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PARTY by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

APPENDIX-VI

Bank Guarantee for Bid Security

(Clause 4.7)

B.G. No.

Dated:

1. In consideration of you, Transport Commissioner & Principal Secretary, Transport Government of Rajasthan "Concessioing Authority"), which expression shall unless it be repugnant to the subject (hereinafter referred to as the or context thereof include its, successors and assigns) of (a company registered under the Companies Act, 1956) and having agreed to receive the Bid its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for Development, Operation and Maintenance of **Automated Driving Test Tracks Centres for 2-Wheelers and LMV in the State of Rajasthan on Public Private Partnership (PPP)** basis (hereinafter referred to as "the Project") pursuant to the RFP Document Issued in respect of the Project and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as "Bidding Documents"), weName of the Bank) having our registered office at and one of its branches at Clause 4.14 of the RFP Document, irrevocably, unconditionally (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Transport Commissioner, Government of Rajasthan, an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by Transport Commissioner, Government of Rajasthan stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Transport Commissioner, Government of Rajasthan is disputed by the Bidder or not, merely on the first demand from Transport Commissioner, Government of Rajasthan stating that the amount claimed is due to Transport Commissioner, Government of Rajasthan by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Procuring entity/Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that Transport Commissioner, Government of Rajasthan shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Transport Commissioner, Government of Rajasthan that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Procuring entity/Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator, Regulator or any other Government.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, Transport Commissioner, Government of Rajasthan shall be entitled to treat the Bank as the principal debtor. Transport Commissioner, Government of Rajasthan shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Procuring entity/Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Procuring entity/Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Procuring entity/Authority or any indulgence by the Procuring entity/Authority to the said Bidder or by any change in the constitution of the Procuring entity/Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed

10. name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

11. It shall not be necessary for Transport Commissioner, Government of Rajasthan to

proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Transport Commissioner, Government of Rajasthan may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Transport Commissioner, Government of Rajasthan in writing.

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if Transport Commissioner, Government of Rajasthan serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [indicate date falling 180 days after the Bid Due Date].

Signed and Delivered by Bank

By the hand of Mr./Ms., its..... and authorized official

Signature of the Authorised Signatory

(Official Seal)

Appendix -VII

Financial Capacity of the Bidder (Refer to Clauses 3 of the RFP)

(In Indian Rs. crore)

Name of the Bidder	Turnover				Net Worth
	Year 1 2014-15	Year 2 2015-16	Year 3 2016-17	Average Annual Turnover for last three years	Networth for last 3 years
Single Bidder					
Consortium Lead Partner					
Consortium Partner					

Name & address of Bidder's Bankers:

The Bidder should provide details of its own Financial Capacity or of Members specified in Clause 3. A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

Instructions:

1. The Bidder / its constituent Consortium Member shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date.

The financial statements shall:

- reflect the financial situation of the Bidder and Consortium Members where the Bidder is relying on its Member's financials;
- be audited by a statutory auditor;
- be complete, including all notes to the financial statements; and
- correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. The Bidder shall also provide the name and address of the Bankers to the Bidder.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement in format at **Appendix -V** shall be submitted in accordance with Sr no. 1 of the table in Clause 3 of the RFP document.

6. The Bidder shall provide a statutory Auditor Certificate specifying the net worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net worth.

7. In case the audited accounts for F.Y 2016-17 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted clearly mentioning the turnover and networth for the said financial year.

Appendix-VIII
Statement of Legal Authority
(Clause 4.7)

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To

The Transport Commissioner & Principal Secretary,
Government of Rajasthan,
Parivahan Bhawan, Sahkar Marg,
Jaipur-302 005 (Rajasthan).

Dear Sir,

I/We hereby confirm that I/We our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFP document.

I/We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

I/We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised Signatory)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

For and on behalf of
SECOND PARTY by:

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

* *Please strike out whichever is not applicable.*

APPENDIX-IX
Letter Comprising the Financial Proposal
(Clause 4.8)

Dated:

To,

The Transport Commissioner &
Principal Secretary, Transport
Government of Rajasthan,
Parivahan Bhawan, Sahkar Marg,
Jaipur-302 005 (Rajasthan).

Subject: Bid for the Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and LMV in the State of Rajasthan on Public Private Partnership (PPP) basis.

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Transport Commissioner & Principal Secretary, Government of Rajasthan (the Procuring entity/Authority) will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder/vendor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Bidder/vendor for the designing, financing, procurement, development, installation, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Procuring entity/Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Procuring entity/Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including

any Addendum issued by the Procuring entity/Authority; and

- (b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clauses of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Government or any other public sector enterprise or any government, Central Union Territory or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Technical Proposal in response to the RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/ we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clauses of the RFP document.
 9. I believe that we satisfy the Net Worth criteria of technical evaluation and meet(s) the requirements as specified in the RFP document.
 10. I certify that in regard to matters other than security and integrity of the country, we or both Members have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I further certify that in regard to matters relating to security and integrity of the country, we or both Members have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 13. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement.
 14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procuring entity/Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms

and implementation thereof.

15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the Project, Project Sites and the Users. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Procuring entity/Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
17. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/ we shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/ us or my/ our Bid is not opened or rejected.
19. The Concession/contract period has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, my/ our own estimates of costs and Users and after a careful assessment of the Project Sites and all the conditions that may affect the project cost and implementation of the Project.
20. I agree and undertake to abide by all the terms and conditions of the RFP document.
21. I shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
22. I/ We hereby submit Concession/contract period for the execution of the project and is as under;

Sl.	Service Delivery	Concession period (In number of days)
1	Conducting the tests for 2 wheelers and LMV at all the sites at rates prescribed in clause 1.6.2 of the RFP	In Figures _____ In _____ Words

In the above format the concession period shall be proposed by the bidder for conducting the test for 2 wheelers and LMV. This period shall be a combined period for all sites referred in the RFP.

"Day" shall mean a calendar day

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder/Lead Member

Date:
Place:

Appendix –X
(Clause 5.18)

Performa for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

Date:

To,

The Commissioner
Transport Department
Jaipur

Dear Sir,

Performance Bank Guarantee as per RFP for the selection of bidder/vendor for Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and LMV including supply of manpower in the State of Rajasthan on Public Private Partnership (PPP) basis with state of Rajasthan, Commissioner Transport Department, Government of Rajasthan.

WHEREAS

M/s. <<(name of Bidder)>> , a company registered under the Companies Act, 1956, having its registered and corporate office at <<(address of the Bidder)>> (hereinafter referred to as “ our constituent”, unless excluded or repugnant to the context or meaning thereof, includes its successors an assigns), agreed to enter into a Contract dated.....(herein after, referred to as “Contract”) with you (Commissioner Transport Department, Government of Rajasthan) for Commissioner Transport Department of Rajasthan in the said contract.

We are aware of the fact that as per the terms of the contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an <<amount INR xxxxx>> , and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, <<(name and address of the bank)>>, have agreed to issue this Performance Bank Guarantee. Therefore, we <<(name and address of the bank)>> hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/ default of the Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of <<INR xxxxxx (in words and figures)>> without any demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default (s)/breach (es), as aforesaid and the amount or amount to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this.

Name & signature of Bidder along with seal

Performance Bank Guarantee, but will pay the same forthwith on your demand without any

protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of concession/contract period from the date of signing of the contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project period from the date of signing of the contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

Requiring to pursue legal remedies against; and

for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <<INR xxxxxxxxx>> and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

Name & Signature of Bidder along with seal

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

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

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR xxxx (Rs. xxxxx only); This Performance Bank Guarantee shall be valid for the entire period of contract from the date of signing of the contract; and we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before.....(i.e completion date of the project period for the proposed services to purchaser).

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

This Performance Bank Guarantee must be returned to the bank upon its expiry.

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

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

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

Yours faithfully,
for and on behalf of the.....Bank,

(Signature)
Designating

Name & Signature of Bidder along with seal

Appendix - XI:
(Clause 5.19)

DRAFT CONTRACT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2017 by and between Transport Commissioner, Government of Rajasthan having its head office at Parivahan Bhawan, Sahakar Marg, Jaipur-302005, Rajasthan (herein after referred to as Procuring entity/Authority) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the "Successful Bidder/ Consortium") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Transport Commissioner, Transport Department, Government of Rajasthan is desirous of appointing an agency for Development, operation & maintenance Automation Of Driving Test Track Centres For 2- Wheelers and Light Motor Vehicles on Public Private Partnership (PPP) basis in the State of Rajasthan as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Procuring entity/Authority from time to time.

And whereas

Procuring entity/Authority has accepted the bid of consortium and has placed the Letter of Acceptance vide Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The vendor has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by Transport Department along with its enclosures, annexures,

schedules, addendums wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

1. In consideration of the payment approved and notified by Transport Department to the vendor at the rates set forth in the work order no. _____ dated _____ will duly install operate and maintain the project set forth in the RFP, along with its enclosures, annexures etc and Technical Bid along with subsequent clarifications submitted by the vendor.

2. The Transport Department do hereby agree that if the vendor operate and maintains and provide related services satisfactorily in the manner as per the terms and conditions of the RFP and Contract, the Transport Department will allow the collection of user fees from the individual applicants applying for a driving license and the manner set forth in the said conditions of the RFP. The mode of Payment will be as specified in the RFP document.

3. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of signing of agreement i.e. _____ and completed by vendor within the period as specified in the RFP document.

4. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of works which vendor has failed to supply/ install/ complete: -

	Delay on adhering to time	% value of cost of Project
a.	Delay up to one fourth period of the prescribed installation & completion of work	2.5%
b.	Delay exceeding one fourth but not exceeding half of the prescribed installation & completion of work.	5.0%
c.	Delay exceeding half but not exceeding three fourth of the prescribed installation & completion of work.	7.5%
d.	Delay exceeding three fourth of the prescribed installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/installation maintenance of services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10% of the cost of project.
- iii. If vendor requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of installation and completion of work.
- iv. Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of vendor.

5. Penalty in case of failure or non adherence of service level standards shall be deducted as per the provisions of clause 7.19 of the RFP.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document. In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2017.

Signed By:

Signed By:

(Authorized Signatory)

Designation:

Company:

In the presence of:

(Authorized Signatory)

TRANSPORT DEPARTMENT

In the presence of:

Designation:

Company:

Designation:

Transport Department

Designation:

Company:

Designation:

TRANSPORT DEPARTMENT

Appendix – XII

MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>

5. Number of affidavits and documents enclosed with the appeal:<please specify>

6. Grounds of appeal (supported by an affidavit):<please specify>

7. Prayer:<please specify>

Place

Date

Appellant's Signature

SCHEDULE A
SITE OF THE PROJECT
(Clause 1.2.1)

1. The Site

The sites of 14 (fourteen) Automated Driving Test Track Centres for 2-Wheelers and LMVs shall include Land, Test Tracks, Administrative Building, Control Room, Boundary Wall and Campus Lighting as constructed and to be handed over, free of cost, on "**as is where**" basis for further development and up-gradation as per the provisions of RFP which includes the schedule and annexed with RFP and the Contract Agreement to make them fully functional to meet with requirements. The individual Track(s) shall be handed over "as is where is" basis after completion to the vendor for automation and making it fully functional to meet the requirements of driving test.

An inventory of the Sites including the land, buildings, structures, road works, trees and any other immovable property thereon, or attached to, the sites shall be inspected/ prepared jointly by the Procuring entity/Authority or its Representative and the vendor, and such inventory shall form part of the memorandum referred to in the Agreement.

Location of Proposed Automated Driving Test Track Centres

The details of the locations of the various Automated Driving Test Track Centres along with number of tracks are given in the table below:

Table A

Sr. No.	District	Name of the office	Number of 2W, 3W/LMV track
1	Jaipur	Regional Transport Office, Jaipur, Jagatpura	1
2	Dausa	Regional Transport Office, Dausa	1
3	Sikar	Regional Transport Office, Sikar	1
4	Alwar	Regional Transport Office, Alwar	1
5	Bharatpur	Regional Transport Office, Bharatpur	1
6	Ajmer	Regional Transport Office, Ajmer	1
7	Jodhpur	Regional Transport Office, Jodhpur	1
8	Pali	Regional Transport Office, Pali	1
9	Udaipur	Regional Transport Office, Udaipur	1
10	Chittorgarh	Regional Transport Office, Chittorgarh	1

11	Kota	Regional Transport Office, Kota	1
12	Bikaner	Regional Transport Office, Bikaner	1
13	Jhalawar	District Transport Office, Jhalawar	1
14	Deedwana	District Transport Office, Deedwana	1
	Total		14

2. The data relating to issuance of licenses of two wheeled, LMV issued during last three years from each of the 14 offices is as follows:-

Name of the District	District Code	2014-15			2015-16			2016-17		
		MCWG	LMV	TOTAL	MCWG	LMV	TOTAL	MCWG	LMV	TOTAL
Ajmer	RJ01	10118	7762	17880	11161	8374	19535	6650	5945	12595
Alwar	RJ02	25279	25016	50295	31012	30949	61961	38381	38364	76745
Bharatpur	RJ05	13025	12360	25385	21284	20314	41598	22719	22917	45636
Bikaner	RJ07	14839	14762	29601	17990	18014	36004	16064	16333	32397
Chittor	RJ09	10777	10485	21262	12063	11824	23887	8401	8655	17056
Jaipur	Jhalana (RJ14)	351	1915	2266	602	3555	4157	658	4078	4736
	Jagatpura (RJ14)	47103	45905	93008	52613	51532	104145	45798	45289	91087
	Vidhya Dhar Nagar (RJ14)	24880	25052	49932	24301	25072	49373	18815	20285	39100
Jodhpur	RJ19	39228	40043	79271	45362	46156	91518	37571	38132	75703
Kota	RJ20	10924	9485	20409	15341	15211	30552	11111	11734	22845
Pali	RJ22	17302	17026	34328	19478	19447	38925	17654	17835	35489
Sikar	RJ23	23485	23489	46974	26773	26862	53635	32505	32633	65138
Udaipur	RJ27	20227	19964	40191	26363	25841	52204	23680	23542	47222
Dausa	RJ29	15795	15935	31730	17045	17169	34214	23629	23276	46905
Jhalawar	RJ17	8652	8804	17456	8819	9069	17888	6620	6796	13416
Deedwana	RJ37	595	20821	21414	619	20701	21302	804	23005	23809
	TOTAL	282580	298824	581402	330826	350090	680898	311060	338819	649879

SCHEDULE-B
MINIMUM SPECIFICATIONS AND STANDARDS
(Clause 1.4 and 2.4)

ELECTRIC WORKS, HUMAN RESOURCE AND OTHER INFRASTRUCTURE REQUIREMENTS

1 Power Demand and Source of Supply:

1.1 The vendor shall make arrangements for continuous supply of power so that there is no interruption in the operation and maintenance of functioning of the computers and surveillance systems at the Automated Driving Test Track (ADTT) Centres. The connection for public power shall be arranged by the Procuring entity/Authority at its own cost. However, the vendor shall be required to pay the monthly/ quarterly/ yearly bills and also, bear the recurring/ operation & maintenance cost for the same, during the Contract Agreement.

1.2 The UPS of adequate capacity (125% of the total connected load) shall be provided for uninterrupted power supply to all electronic equipments including the computer system, like computers, printers, etc. The UPS shall have minimum 60 (sixty) minutes backup.

1.3 Integrity of electrical supply to essential and non-essential circuits and distribution network shall be maintained at all times.

1.4 Any disruption in power supply at Project Facility shall be rectified within two (2) hours.

2 Diesel Generator Set

2.1 Each ADTT Centre will be provided with a diesel generator set of suitable capacity. The noise less DG sets will be housed in the generator room of the substation and shall be provided with control panel having all measuring protection equipments. The output from the generator shall be connected through a 3½ core XLPE LT cable to main LT panel of the automatic/ manual change over switch facility. Totally enclosed silencer shall be provided for DG set. The fuel shall be discharged as per Pollution Control Board requirements and guide lines. The installation and operation of DG set shall conform to the guidelines stipulated by Central Pollution Control Board and/ or MoEF as the case may be. The standby power supply shall be ready to be operated and should be available during working hours of the centre. The Standby power source shall be operational, secure and tested regularly

2.2 The specifications of Generators shall be as follows:-

1.	Engine type: Multi cylinder, in accordance with IS 10002 with latest amendments. Method of starting: Electric start 12 V DC
2	Type of cooling: Water cooled /Air cooled/ Radiator Cooled
3	Type of governor: Class A2 governing as per IS10000 (All latest specs of engines are as per IS10000 & class A2 governing) Type of fuel: Diesel/ Petrol
4	Rated speed: Min. 1500 RPM
5	Over load capacity: 10% overload 1 hour
6	Engine type: Multi cylinder, in accordance with IS 10002 with latest amendments. Method of starting: Electric start 12 V DC
7	Type of cooling: Water cooled /Air cooled/ Radiator Cooled

3 Air-conditioning

Air conditioners shall be provided within the Control Room and Server Rooms of the Administrative building. The capacity of air conditioners shall be decided on the basis of the volume of area to be air conditioned. The type of Air conditioners to be installed should be preferably split type, with its condensing units installed outside suitably connected by copper tubing of required diameter and properly insulated. The air conditioners should be electrically fed by the power point installed nearby with not less than 04 sqm copper wire, with suitable earthing.

4 Public Address System:

Minimum Specifications shall be as follows:

Complete set of system with centralized control panel and key board.
Complete set of mounted 10 call stations with 100 W Horn units. 30 W Horn speakers and 100 V line.
Power amplifiers (500 W RMS) with features like 7 Micro inputs, 2 aux in-put, line input, pre amp out box/ driver unit.
2 core armored 1 5 Sq mm power cable.
1 pair signal cable, 2 core speaker wire pulled in PVC/ GI conduits.

5 Video Viewing Equipments:

Minimum specifications shall be as follows:

LCD /LED Screen
The LCD/LED Screen should be of minimum of 48 inch with narrow bezel (max 1.1 cm), mat finish and without speakers.
The resolution should be 1024 x 768 pixels or better.
Contrast 2000:1 or better.

6 Human Resource Requirement

S. No.	Required minimum man power	No. of personnel	Age Limit (Yrs)	Qualification/Other requirement
1	Security at Entry/Exit Clause 2.1.1(i)	2		From registered security providers
2	Computer Operator at Counter A Clause 2.1.2(i)	1	21 to 35	Min. HSC/ 12 th pass with adequate knowledge of Computer Application.
3	Computer Operator at Counter B Clause 2.1.3(i)	1	21 to 35	Min. HSC/ 12 th pass with adequate knowledge of Computer Application.
4	Personnel Trainer Classroom (Counter C) Clause 2.1.4(v)	1	25 to 45	Min. Graduate

5	At Testing Range (Counters D-G) Clause 2.1.5 to 2.1.8	4	21 to 45	Min. HSC/12 th Pass
6	Personnel at Counter H Clause 2.1.9(i)	2	21 to 35	Min. HSC/ 12 th pass with adequate knowledge of Computer Application.
	Total	11		

7 Other infrastructure requirement

The vendor shall arrange for the additional infrastructure like cabins, furniture, computers, servers etc required if any for the control room and the part of administrative block under its possession during the entire period of contract.

Schedule-C

SCOPE AND MINIMUM SPECIFICATIONS OF IT INFRASTRUCTURE, HARDWARE, SOFTWARE AND NETWORKING WORKS

(Clause 1.5)

1. The scope of work for IT infrastructure, Computer, Hardware, Software and networking works includes but not limited to development, procurement, supply, installation, integration, testing, commissioning, including replacements, operations, maintenance and consumables during the Contract Period of required computer hardware and networking works including development of software as required for the successful execution and efficient functioning of the Project during the entire Contract Period. The Bidder/vendor shall have to develop, install and implement necessary software including the necessary database software to successfully implement registration, various tests, results, etc. and commissioning the system. The Application software so developed should be web-based.

1.1 The successful Bidder/vendor needs to assess his own Data Storage, sizing and Storage calculations.

1.2 The successful Bidder/vendor cannot supply/ install any hardware, software or any equipment with END OF LIFE.

1.3 Specifications mentioned below are as on date of issue of RFP document, successful Bidder/vendor shall install latest upgraded model of the specified Specifications at the time of execution of the Project and shall be required to upgrade the system, as and when required during the Contract Period.

1.4 The specifications elaborated in the RFP are the minimal requirements as per the preliminary assessment based on the information available. The successful Bidder/vendor shall therefore propose architecture/ equipment with same/ better specifications based on the requirements of the complete solution they envisage and propose. The successful Bidder/vendor must further take a note that the sizing of the equipment must be done considering the fact that the system must be capable of running smoothly during the contract/concession period allowed to the vendor. Any corresponding factors (both direct & indirect) should therefore be duly accounted for in the design/ equipment being proposed. The system will also have several integration points with the existing/legacy systems in place currently. The bidder must further ensure thorough consideration of the non-functional implicit requirements comprising scalability, robustness, security, reliability, resilience, portability, interoperability, extensibility, compliance, high-availability, fault-tolerance, statutory & regulatory adherence etc.

1.5 The successful Bidder/vendor shall supply and install all kind of Hardware, System Software, other peripherals and other items necessary for the establishment of the system.

1.6 The successful Bidder/vendor shall carry out post-Installation support, operation, maintenance and monitoring of the system.

2. The maintenance of the Automated Driving Test Track System will be comprehensive i.e. it shall include maintenance services and new installations, if required during the Contract Period of related civil as well as IT infrastructure. The spares shall be of the same or superior make and specification as initially supplied at the time of installation and commissioning. The successful Bidder/vendor shall maintain inventories of consumables and spares so as to achieve an uptime of not less than 8 hours per day.

3. The successful Bidder/vendor is expected to carry out the following maintenance procedures to achieve uninterrupted operation of Automated Driving Test Track System. These maintenance procedures are only indicative in nature. The successful Bidder/vendor is expected to carry out all those procedures indicated by the machinery supplier and/or which it believe is necessary to achieve required performance.

(a) Preventive maintenance/ Operational Maintenance

Under this head, routine & periodic checks, of the various equipments and related civil infrastructure of control room and administrative building under his possession, will be carried out fortnightly or as recommended by the manufacturers. Time to be taken for maintenance will be pre-scheduled and notified by the Bidder/vendor preferably during the holidays. In case of any wear and tear the relevant parts will be replaced. Off time will not be considered as downtime. Routine & periodic checks/ maintenance shall not be carried out during the driving test periods so as not to affect the operation of the ADTT centre.

(b) Breakdown maintenance

Breakdown maintenance, for all the equipments shall be done by the Bidder/vendor, within 12 hours of reporting of the break-down.

(c) Logbook

Operational and Downtime logbook of the test track shall be maintained by the successful Bidder/vendor.

4. Minimum requirements with regard to Software, Computer, Hardware, Software functional specifications and networking works are briefed in Tables given below:

(1) Software Functional Specification and requirements for LMV

Track	Requirement
A	Registration Module (LMV & Two Wheeler)
A1	User Registration Form with Photo capture (Applicant with Vehicle on Test Track)
A2	Issue of RFID Card
A3	RFID Writer
A4	Integration of all RFID & Traffic Signal System with Software
A5	Genuine SQL Database for Each RTO Office
B	Reverse Parking (LMV)
B1	To Start Test Traffic Signals Communication Available
B2	RFID Reader to detect Applicant ID Available
B3	Test Parameters
B4	o Test not attempted
B5	o Test completed partially
B6	o Standard Direction Followed
B7	o Vehicle out of Track detection / Kerb Hit
B8	o Forward Path & Reverse path different Colours in system and to be clearly visible on monochrome printout
B9	o Compute Time Taken To Complete Test

Track	Requirement
B10	o Test Plot Graph Available
B11	o Mark allocation on the basis of performance
B12	Cameras to process Video Analytics
B13	Induction Loop to detect Kerb Hit / Out of Track
B14	Single View / Merge View from all Cameras
B15	Report in pdf format
C	Eight Shape Track
C1	RFID Reader to detect Applicant ID Available
C2	Test Parameters
C3	o Test not attempted
C4	o Test Completed Partially
C5	o Standard Direction Followed
C6	o Vehicle Out of Track Detection / Kerb Hit (Cross Sign)
C7	o Stoppage's if any - (Circle fill with black colour)
C8	o Average Speed
C9	o Compute Time Taken To complete test
C10	o Test Plot Graph Available
C11	o Mark allocation on the basis of performance
C12	Cameras to process Video Analytics
C13	Induction Loop to detect Kerb Hit / Out of Track
C14	Single View / Merge View from all Cameras
C15	Report in pdf format
D	H-Track
D1	RFID Reader to detect Applicant ID Available
D2	Test Parameters
D3	o Test not attempted
D4	o Test Completed Partially
D5	o Standard Direction Followed
D6	o Vehicle Out of Track Detection / Kerb Hit
D7	o Reverse Detection
D8	o Average Speed
D9	o Compute Time Taken To complete test
D10	o Test Plot Graph
D11	o Mark allocation on the basis of performance
D12	Cameras to process Video Analytics
D13	Induction Loop / Sensors to detect Kerb Hit / Out of Track
D14	Single View / Merge View from all Cameras
D15	Report in pdf format
E	Gradient Track (LMV)
E1	RFID Reader to detect Applicant ID Available
E2	Test Parameters
E3	o Test not attempted
E4	o Test Completed Partially
E5	o Standard Direction Followed
E6	o Vehicle out of Track Detection / Kerb Hit
E7	o Stoppage's if any
E8	o Average Speed
E9	o Reverse Detection
E10	o Compute Time Taken To Complete Test

Track	Requirement
E11	o Test Plot Graph Available
E12	o Mark allocation on the basis of performance
E13	Cameras to process Video Analytics
E14	Induction Loop to detect Kerb Hit / Out of Track Available
E15	Single View / Merge View from all Cameras
E16	Report in pdf format
F	End Test
F1	On Exit of Test Track System should Detect end of the test and should compute test result for all the tracks.
F2	Note: System should plot vehicle path, location for all test tracks and should use legend like i.e. vehicle going out of the track should mark as Cross Sign & vehicle if stopped in Eight Track, Gradient Track should mark with circle fill with black colour. The vehicle path if moving in forward direction should be of different colour and when reversing should be of different colour and should be clearly visible on the system as well as on monochrome printout.
G	UTILITIES
G1	Login to System
G2	Login to Administration
G3	System to be protected against any tampering
G4	Daily backup of Database & Video
G5	Video Retention Period 6 months
G6	Database Retention period year wise to be maintained for the entire period of contract or as per the direction from Transport Dept.
G7	Database to be connected to any third party software

(2) SOFTWARE FUNCTIONAL REQUIREMENT/SPECIFICATION FOR TWO WHEELERS

Track	Requirement
A	Registration Module Two Wheeler)
A1	User Registration Form with Photo capture (Applicant with Vehicle on Test Track)
A2	Genuine SQL Database for Each RTO Office
B	Serpentine Track
B1	Test Parameters
B2	o Test not attempted
B3	o Test Completed Partially
B4	o Standard Direction Followed
B5	o Vehicle Out of Track Detection / Kerb Hit
B6	o Stoppage's if any
B7	o Average Speed
B8	o Compute Time Taken To complete test
B9	o If applicant during test touches feet on ground.
B10	o If applicant falls down from the vehicle
B11	o Test Plot Graph Available
B12	o Mark allocation on the basis of performance
B13	Cameras to process Video Analytics
B14	Induction Loop / Sensors to detect Kerb Hit / Out of Track
B15	Single View / Merge View from all Cameras
B16	Report in pdf format
C	UTILITIES
C1	Login to System
C2	Login to Administration
C3	System to be protected against any tampering
C4	Daily backup of Database & Video
C5	Video Retention Period 6 months
C6	Database Retention period to be year wise maintained and shall be for the entire period of contract or as per the direction from Transport Dept.
C7	Database to be connected to any third party software
C8	On Exit of Test Track System should Detect end of the test and should compute test result for all the tracks.
C9	Note: System should plot vehicle path, location for all test tracks and should use legend like i.e. vehicle going out of the track should mark as Cross Sign & vehicle if stopped in Eight Track, Gradient Track should mark with circle fill with black colour. The vehicle path if moving in forward direction should be of different colour and when reversing should be of different colour and should be clearly visible on the system as well as on monochrome printout.

5. CAMERA SPECIFICATION (Minimum)

Sr. No.	Parameter	Desc
1.	Image Sensor	Should be 1/1.8" CMOS 6 MP, progressive scan, moon light sensor
2.	Resolution Per Sensor	Should be 2592 x 1944, 2048 x 1536, 1280 x 960, 1024 x 768, 800 x 600, 768 x 576(D1), 704 x 576 (TV-PAL), 640 x 480(VGA), 384 x 288, 352 x 288, 320 x 240, 160 x 120;
3.	Video/ Image Compression	Should be Motion JPEG or MxPEG or MPEG 4 Part 2 or Part 10(H.264)
4.	Sensitivity	Should be Color: 0.25 lux (t=1/60 s), 0.013 lux (t=1/1 s)B/W: 0.05 lux (t=1/60 s), 0.0025 lux (t=1/1 s)MxLEO – Low light Exposure Optimization- perfect exposure and reduced image noise
5.	Frame Rate	Should be VGA: 25 fps, MEGA/HD: 30 fps, QXGA: 15 fps,5MEGA: 10 fps from Single Sensor
6.	Multiple Streaming	Should have More than 2 streams with independent frame rates & resolutions
7.	White balance /Exposure	Should be Automatic /Manual/Multiple
8.	Operating Conditions	Should be IP66 (DIN EN 60529) Between -30°C to +50°C.
9.	Protection	Should be IP 66 standards in-built housing and powered through POE . Made of composite or Stainless Steel Material without heater/fan.
10.	Supported Protocols	TCP/IP,HTTP,FTP,SMTP,DNS,NTP
11.	In camera storage	Should be 4 GB micro SD card (Expandable up to 64GB)
12.	Security	Should have Password protection, IP address Filtering, 802.1x
13.	Digital Certificate	Should be EMV (EN50121-4, EN55022, EN55024, EN61000-6-2, FCC part15B, AS/NZS3548)
14.	Audio/Telephony	Should have Built-in speakers & Mic or Line-in/Line out supplied with External speaker and Mic
15.	Power requirements	Should have Power over Ethernet (POE) (802.3 af)
16.	Interfaces	Should have Ethernet 10/100 Base Tx, IPv4/IPv6, mini USB, Mxbus
17.	Interface	The camera should come with concealed cabling and connectors, with no exposed wiring or connector.
18.	Display	Should have time, date, and camera ID on screen & multiple privacy mask.
19.	Analytics	Should have built-in capabilities of motion detection in definable video motion fields and unlimited multiple user defined video motion detection area.
20.	Internal Storage	The cameras should be equipped with Minimum 64 MB local storage to store images in the event of unavailability of network storage.
21.	Internal Storage	The cameras should have on camera storage using the SD Card or Micro SD Card and a 4GB SD/Micro SD Card Memory should be provided.

Sr. No.	Parameter	Desc
22.	Brightness control	Should have configurable colour level, brightness, sharpness, contrast, white balance and multiple exposure control.
23.	Recording software	Should have multiple modes of recording (snap shot recording, event recording, continuous recording) based on event or alarm trigger. No licencing or software fees, free of charge updates.
24.	Software	Should have pre and post alarm buffer.
25.	Software	Should have capability of sending alarm notifications via e-mail or FTP or http etc
26.	Software security	Should have facility for the user to enter a list of allowed or blocked IP addresses for viewing video and configuring camera settings.
27.	Viewing software	Archiving of recorded events to Microsoft windows shared drive, file server/ network attached storage should be possible without the need of additional encoder, decoder or management software. No licencing or software fees, free of charge updates.
28.	Advanced Analytics	The camera should support advanced analytics and should be able to perform features like Camera obstructed, Video Motion Detection (VMD), and Storage failures.
29.	Software	Should have edge based recording in sync with the Central Storage to make the system resilient to network resilient or network outages up to 10 minutes at full frame rates.
30.	Protection	The cameras should comply with minimum of IP 66 standards housing and should be powered through POE with temp range of - 30°C to +50°C or better. The housing should be of composite or Stainless Steel Material without heater/fan
31.	Certifications	EN or CE or UL

6. TRAFFIC SINGNAL LIGHT



Traffic Signals

6.0

Material :

6.1

Microprocessor Based Automatic Traffic Signal Controllers.

6.1.1

Hardware

CPU	:	8/32 bit Microcontroller
Memory	:	Non Volatile Type
System Clock	:	Built in RTC with 10 years battery back-up
Output Switching	:	Through solid state devices with Zero cross over detection
Input / Output Isolation	:	Output switching isolated from control circuit by optical isolation

Police Control Panel : Output OFF, Auto/Manual, Step and Flash
 Programming Facility : a) PC Compatible
 b) Built in Keyboard and LCD Display

6.1.2 Features

Signal Groups : Field assignable with 24 active and 8 passive lines
 Signal Stages : 2-16
 Signal Plans : Upto 16 plus one plan for manual operation during flash period
 Holiday Plans : 04
 Plan Transitions per day : 48
 Holidays per Annum : 30

6.1.3 Signal Sequences

Vehicular Groups : Red - Green - Amber
 (Green can be Flash, Steady or Steady/Flash)
 Pedestrian Groups : Red - Green - Red Flash
 Red - Green - Green Flash

6.1.4 Programmable Parameters

- Minimum Green
- Fixed Green
- Amber Time
- Pedestrian Flash Time
- All Red Time
- Start Up All Red Time
- Start UP Flash Time
- Cycle Time

6.1.5 Modes of Operation

- Isolated
- Co-ordinated

6.1.6 General Specifications / features

- 1) Conflict Monitoring
 Inter Group : Hardware through conflict matrix
- 2) Self Diagnostic Features
 - Through Watch Dog Timer
 - System Failure Detection
 - Protected Access to Critical Timings
- 3) FLASH Facility through hardware
- 4) Provision for Cable synchronization using communication cable or GPS receiver.
- 5) Up gradation to Vehicle Actuated Systems

6.1.7 Operating Environment

Supply Failure : Restarts without operator intervention. No loss of data upto 10 years.
 Temperature : 15 deg C to 55 deg C.
 Humidity : 95 % Humidity at 40 deg C Non condensing.
 Supply Interruption : Continuous operation with upto 50 milliseconds mains break.
 Construction : Base mountable, weather proof,vandal proof, dust and splash proof, passivated MS cabinet and separate access to police panel controls.

6.2 Signal Head Assembly

LED Polycarbonate Signal Aspects of Impact resistance, U-V stabilised, fast dyed, unbreakable, rust and rain proof made of anti corrosive polycarbonate with single wall construction and, **HDPE** detachable sun visors, and LED based lamps for giving balanced light output intensity, within specified limits and with 300mm diameter clear Polycarbonate lens and with necessary mounting arrangements.

Overall Dimensions :350 x 350 x 110 mm , visor length not more than 320 mm

6.2.1 Specifications of LED Aspects

a) Vehicular RED LED aspect

LED Viewing Angel	:	23 Deg
LED Forward Current	:	20mA
Total Number of LED's	:	190 Nos (Minimum)
Intensity of LED Aspect	:	260 Cd (Minimum)
Total Power Consumption	:	Maximum 10 W

b) Vehicular AMBER LED aspect

LED Viewing Angel	:	23 Deg
LED Forward Current	:	20mA
Total Number of LED's	:	190 Nos (Minimum)
Intensity of LED Aspect	:	380 Cd (Minimum)
Total Power Consumption	:	Maximum 10 W

c) Vehicular GREEN ARROW LED aspect

LED Viewing Angel	:	23 Deg
LED Forward Current	:	10mA
Total Number of LED's	:	66 Nos (Minimum)
Intensity of LED Aspect	:	100 Cd (Minimum)
Total Power Consumption	:	Maximum 4 W

d) Pedestrian RED LED Signal aspect

LED Forward Current	:	20mA
Total Number of LED's	:	48 Nos (Minimum)
Intensity of LED Aspect	:	65 Cd (Minimum)
Total Power Consumption	:	Maximum 4 W

e) Pedestrian GREEN LED Signal aspect

LED Forward Current	:	10mA
Total Number of LED's	:	48 Nos (Minimum)
Intensity of LED Aspect	:	45 Cd (Minimum)
Total Power Consumption	:	Maximum 4 W

6.2.2 General Specifications/ Features

Input Voltage	:	170V AC - 270 V AC
Protection	:	Fire Retardant, Glass Epoxy, FR4 Printed Circuit

Board With protective cover and plain Polycarbonate Lens.

Surge Protection : Built in regulated Power supply with surge suppressor & over current/short circuit and over voltage protections.

PIV Protection : Reverse/ Over voltage Protection for LED Chains

Operating

Temperature	:	-10° TO 70°C
Power Factor	:	Should not be less than 0.9
Special Sign	:	Standard, Arrow Stop-man,Arrow Walkman as per

BIS standard.

LED life : 100000 hrs
LED PCB : Made out of 1.5 mm Glass epoxy sheets

6.4 Poles

Dimension : As per detail drawing / BOQ

Material : GI Class 'B' pipe

Paint : Pole painted with two coats of zinc chromate primer and two coats of golden yellow Asian apocolite paint or otherwise as required by architect and in addition bituminous painting for the bottom 1.5 m portion of pole.

6.5 Cables

Nos. of core : 2, 4, & as specified and required.

Material : PVC insulated and PVC sheathed cable with copper conductor of suitable size as specified in BOQ.

6.6 Count Down Timer : 2 & ½ digit of size 8" digit height working for all RED, AMBER & GREEN.

Over Head Lane Signal (OHLS) manufactured by TRAFITRONICS is installed at the toll plazas at the top. The Cross Symbol in Red LED and Arrow symbol in green LED is assembled in the same unit. When a particular lane of toll plaza is open, the green arrow operates indicating the vehicles can enter that lane and can pass through.

When a particular lane of toll plaza is closed, the cross red symbol operates indicating that the vehicle should not enter the lane. This signal is easily visible from more than 500 meters distance.

PCB & Power supply are securely mounted in polycarbonate housing to make in shock & Vibration Resistant.

Technical Details :-

a) Size	300 mm dia
b) Display Cross	Red LED – Indication Closed
c) Display Arrow	Green LED – Indication Open
f) LED	5mm in diameter,
g) Wavelength	Red color 630 Nm Green Color 526 Nm
y) Power Consumption	18 Watts
o) Working voltage	230 v Ac , 24v Dc
h) Visibility Range	Up to 500 m under normal conditions
I) Enclosure	Black Polycarbonate
k) Lens	Transparent polycarbonate, UV stabilized
l) Mounting bracket	Made of Mild Steel
n) PCB	Glass Epoxy 1.5mm

7. WORKSTATION



SR.NO.	Minimum Specification – Workstation
1	CPU: Intel (R) Xeon (R) Processor E5-2620 v2(6 core, 2.1 GHz, 80W, 15 MB L3 cache or higher).
2	Chipset and Motherboard: Intel C 602 chipset or better.
3	Memory: 8GB 1600MHz ECC UDIMM DDR3 expandable to 256 GB.
4	Hard Disk Drive: 1000 GB SATA HDD at 7200 rpm upgradeable to 3 HDD.
5	Storage Controller: RAID 0, 1, 5 supported natively.
6	OEM 24" LED Monitor
7	Graphic Card: 2 x N-VIDIA K2000 or higher.
8	Keyboard: Standard Keyboard
9	Mouse : Optical Scroll Mouse
10	PCI Slots: 5 PCI/PCI Express including 2 PCI Express X 16 for Dual Graphics and TESLA Card support.
11	Bays: 2 external 5.25" drive bays, 1 external 3.5" drive bay, and 3 internal 3.5" drive bays.
12	Ports: Front ports: Two USB 3.0, microphone (3.5mm), headphone (3.5mm) Rear ports: Eight USB 2.0, two USB 3.0 (blue), one ethernet (RJ-45), three analog audio ports (line-in, line-out, mic-in).
13	Cabinet: Tower / Rack Mounted.
14	Optical Drive: DVD RW
15	Networking features: Integrated 10/100/1000
16	Operating System: Genuine Microsoft Windows 7 Professional 64 bit or higher.
17	App Certificate: ISV Certified
18	Safety Certification: FCC for EMI and UL/CE for Safety
19	Power Supply: 230V +/- 10% single phase, 50 Hz AC
20	Power Management: ACPI (Advanced configuration and Power Management Interface)
21	Bundle Software: System Health monitoring Tool

8. **DESKTOP**



Desktop Specifications		
Desktop Specification		
1.	Processor	Minimum Core i5 4590 4th Gen.
2.	Chipset	Intel® Q87 Express Chipset.
3.	RAM	Up to 4 DIMM slots; 4GB Non-ECC dual-channel 1600MHz DDR3 SDRAM, up to 32GB.
4.	Hard Disk	500 GB supports Hybrid, Opal SED FIPS, and Solid State Drive along with RAID 0 & 1.
5.	Graphics	Minimum Intel® Integrated HD Graphics 4600.
6.	Monitor	21 inch LED monitor.
7.	Keyboard	104 keys or higher OEM keyboard.
8.	Mouse	Optical Scroll OEM Mouse.
9.	I/O Ports	4 External USB 3.0 ports (2 front, 2 rear); 6 External USB 2.0 ports (2 front, 4 rear) and 2 Internal USB 2.0; 1 RJ-45; 1 Serial; 1 VGA; 2 DisplayPort; 2 PS/2; 2 Line-in (stereo/microphone), 2 Line-out (headphone/speaker)
10.	Optical Drive	16X or better DVD Recordable Drive.
11.	Lan	Integrated Gigabit Ethernet LAN 10/100/1000.
12.	Operating System	NIL
13.	Power Supply	Minimum internal 150 W 85% Auto sensing.
14.	Certifications	i) Windows 8.1 and Linux OS certification. ii) Energy Star Compliant, TCO, ROHS. iii) FCC & UL Certification for Desktop

9. **ON LINE UPS 10 KVA WITH 60 MINUTE BACKUP**



SER. NO.	Minimum Specification of On Line UPS	
1.	Capacity	10 KVA On Line
2.	Technology	IGBT based PWM type using microprocessor / DSP for control
3.	Input Voltage	230 V AC, 160- 280 V) Single Phase, 3 wire
4.	Input Frequency	50Hz (+/-5 Hz)
5.	Input Power Factor	>0.90
6.	Output Voltage	220/230/240 VAC, Single Phase
7.	Output Frequency	50 Hz (+/- 3Hz)
8.	Output Power Factor	Minimum 0.8
9.	Waveform Type	Pure Sine Wave
10.	Harmonic Distortion	Less than 3%
11.	Protection	Enabled with visual / audible indication for following faults. Battery over Voltage, Battery under Voltage, Output AC over voltage, Output overload / short circuit, Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449
12.	Indication	a) Main On, Load on battery, Battery low b) UPS overload and Bypass c) Load on main d) Battery boost e) Battery level graph, Load level graph, Audible Alarm on
13.	Ambient Conditions	a) Operating -0°C-50 °C b) Storage -0°C-60°C c) Relative Humidity -95% RH d) Audible Noise Less than 55 db at 1 meter up to 10 KVA.
14.	Communication and Management.	a) Interface Port(s): DB-9 RS-232,RJ-45 10/100 Base-T,Smart-Slot Pre-Installed SmartSlot™ Cards with snmp interface with software.

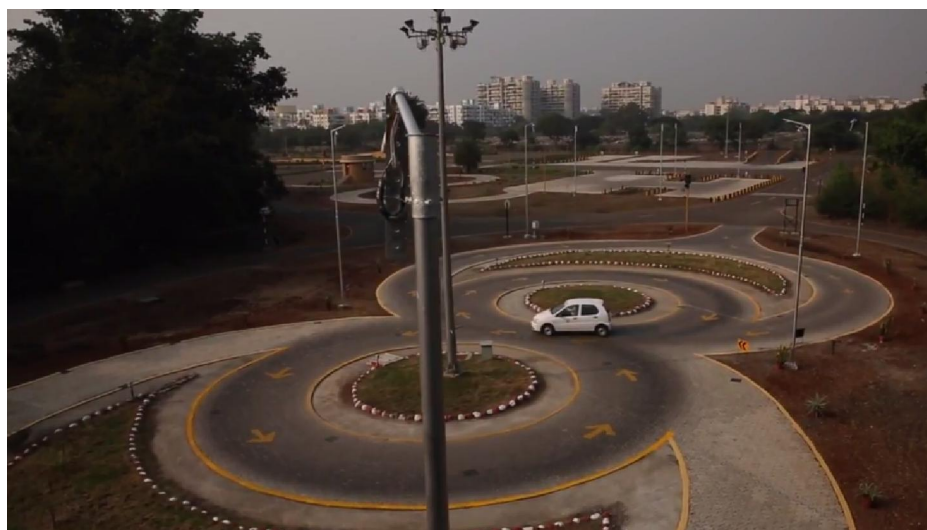
SER. NO.	Minimum Specification of On Line UPS	
		b) Control panel LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : Overload and Bypass Indicators c) Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm d) Emergency Power Off (EPO): Yes
15.	Warranty	One year Warranty for UPS & Two year For Battery. Later UPS Comprehensive AMC on Site for four years excluding battery.
16.	Backup	SMF Type batteries , 60 Minutes backup on actual load
17.	Accessories	Battery rack, Interconnecting Links, Battery Cable & its Accessories, MCB Switch Input & Output etc
18.	Installation	Installation of UPS & Battery on Site.

10. MONOCHROME PRINTER

1	Make	Must Specify Make
2	Model	All the relevant product brochures and manuals must be submitted.
	Printer Function	Black-and-white printing.
Printing Specification		
3	Print speed black (normal, A4)	Upto 14 ppm
4	Print quality black (best)	Up to 600 x 600 dpi
5	Print technology	Monochrome Laser
6	Duty cycle (monthly, A4)	Up to 5000 pages
7	Standard Memory	32 MB
8	Processor speed	234 Mhz
9	Standard printer languages	Postscript and automatic language switching
10	Number of Print Cartridge	One
Paper handling		
11	Paper handling input, standard	150-sheet input tray
12	Paper handling output, standard	100-sheet face down tray
Connectivity		
13	Standard connectivity	Hi-Speed USB (compatible with USB 2.0 specifications)
14	Compatible operating systems	Windows XP Professional, Vista , Windows Seven, Windows 8.1
15	Compliance	ENERGY STAR® qualified
16	Warranty	One Year On Site Warranty
17	Accessories	One Monochrome Toner, Media Kit, USB Cable, Power Cables, User Manual, Power Cord etc



11. Camera Pole Specification



12. SQL Database License for all sites

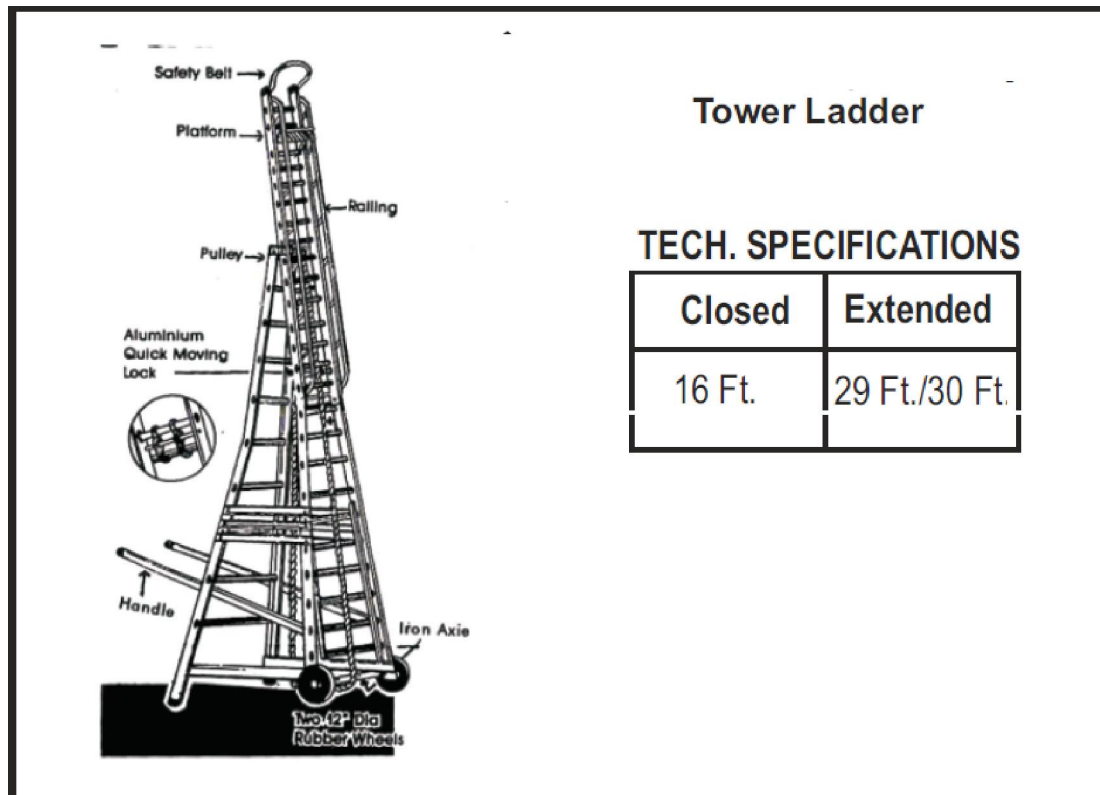
Sr.	Minimum Pole Specification	
1	Pole Dimensions	10 Mtrs 2'3' GI Poles with concrete foundation
2	Height	10 Mtrs
3	Mounting Height	8 -10 Mtrs
4	Pole Bottom OD	150 - 180 mm
5	Pole Top OD	60- 75 mm
6	Pole Thickness	10 - 15 mm
7	Pole Shape	Round / Octagonal mould Finish.
8	Breakway Base Required	Yes
9	Pole Base Bolt Dimensions	180 mm
10	Pole Base Depth	1000 mm
11	Pole Number of Arms	1
12	Pole Wing Load in Wind velocity KMPH	50-60
13	Material	Rustproof Materials to be used for Harsh weather in outdoor use.
14	Provision of Electrical Ground	Yes
15	Provision for Cable Routing	Yes
16	Accessories	If any
17	Adjustable lever	Adjustable lever to be provided from height of 1000 mm from Ground.
18	Pole Pit	600 X 900 X 1500
19	Base Foundation	Concrete base foundation to be used.
20	Camera Stand	Required in accordance to the Pole specs and similar rustproof materials.
21	Junction Box	Each Pole will have junction box IP 66 rated.

13. **Antivirus**

Renowned Antivirus for all Desktop, Servers & workstation with free updates till contract period.

14. **TOWER LADDER**

SER. NO.	Minimum Specification Tower Ladder (Ladder will be used for Maintenance of Cameras and other Devices)
1.	Tower Ladders manufactured from high tensile aluminum alloy. Extending section adjusts intermediately reinforced with special M.S. railing to enable safe and easy climbing.
2.	Equipped with solid rubber tyre wheel fixed platform high cage.
3.	Features of Trolley Telescopic Tower Ladder: Light weight, Convenient & Safe, Fire Proof, Rust Proof, Dust Proof, Robust construction, Durable
4.	Closed 16 Ft & Extended 29 ft. / 30 Ft.
5.	Safe Load 120 kg minimum
6.	Accessories : Safety Belt



15. Web Camera

Sr. No.	
1.	Connection Type : USB
2	USB Type : USB 2.0
3	USB VID_PID : 0829
4	UVC Support : Yes
5	Microphone : Yes
6	Microphone Type : Mono
7	Lens and Sensor Type : Plastic
8	Focus Type : Fixed
9	Optical Resolution : True 640x480, Interpolated 1.3MP Diagonal
10	Field of View (FOV) : 68°
11	Focal Length : 2.3 mm
12	Image Capture : (4:3 SD) 320x240, 640x480, 1.3MP* Frame Rate
13	(max) : 30 fps @640 x 480
14	Indicator Lights (LED) : Yes
15	Universal Clip Adjustability (range) : 71mm
16	Cable Length : 4 Feet, 121.92 CM

16. Biometric Finger Printer Scanner

Sr. No.	
1.	Finger Capture Mechanism: Silicon/ Optical Sensor Based Resolution: 500
2	DPI Minimum
3	Linearity and Rectilinearity: Less than 1 Pixel Image
4	Area /Platen Size: 12.5 mm x 12.5 mm
5	Illumination Uniformity in case of optical : Less than 50% variation center to corners Interface
6	to host: USB/Com Port with 3 meter Cable
7	Supported Operating System: Windows 7 & above or latest version of linux Biometric
8	Image format: BMP, JPG, GIF, TIF
9	Supported Development Tool: Active-X (VB), JAVA Beans
10	SDK: Development tools should provide enroll, verify, authenticate and save a template in any
11	industry standard format without any data loss. It should also provide one to one matching
12	functionality
13	Applicability (Optional): Device must be useful for Access control/ Attendance monitoring
14	legal authenticity Verification type of applications in Confirming Party False Finger
15	Acceptance Ratio: Less than 1 percentage
16	False Rejection Ratio: Less than 1 percentage

17

RFID Reader

Active RFID Reader

- 1 Functions
- 2
 - Active (2.4 – 2.48 GHz) band, equipped with 2 dBi integrated intelligent antenna
 - Support standard RS-232, RS-485, Wiegand 26/34 interface
 - Multi-group I/O ports, controlling the functional mode of the reader/writer
 - Order-trigger, set time-trigger and out-trigger suitable for customer's applications
 - Upgrade firmware by serial port online
 - Strong API user interface
- 3 Ethernet, RS-485 interfaces
- 4 **Operating Frequency : 2.4 – 2.48 GHz**
- 5 **Power Output : +15dBm** (adjustable by software)
- 6 **Sensitivity : -95dBm**
- 7 **Antenna :** Intelligent antenna technology, with directional identification of tag, and linear coverage of the identification range
- 8 **Communication Interfaces : RS-232, 10/100M Adaptive Ethernet**
- 9 I/O Interfaces : 2-channel Relay Output (optional), 2-channel Trigger Input (optional)
- 10 Firmware Update : Firmware upgrade via serial port / TCP/IP
- 11 **Application Software Platform : API(C++, C#)**
- 12 IP Rating : 67

18 RFID Tag

- 1 Tag Protocol : Private
- 2 Reading Range : 0~260m
- 3 Identification Speed : 200 tags per sec
- 4 **Mechanical/Electric Performance**
- 5 IP Rating : 67
- 6 Indicator : Buzzer
- 7 Power : DC 5V Input
- 8 Power Assumption : 2W(Standby), 10W(Working)
- 9 Product Dimension (315mm x 200mm x 110mm (LxWxH)) 10 Net Weight : 1.7Kg approx.
- 11 Gross Weight : 2.5Kg
- 12 Operating Temperature : -40°C ~ +60°C
- 13 Storage Temperature : -60°C ~ +80°C
- 14 Shock Resistance : 10-500Hz, 100mm/15g, triaxial

Schedule-D
(Clause 4.14.12)

Part I
Project Time Lines for DLIC

Project Plan for DLIC shall be as follows:-

No.	Delivery Areas	Start Date (T0 + weeks)	End Date (T0 + weeks)
1.	Date of Award of Contract	T0	T0+1
2.	Erection of Infrastructure	T0+1	T0+12
3.	Procurement of equipment, hardware, Software licenses	T0+1	T0+8
4.	Civil Work like trenching, refilling, installation of poles, Fiber cable laying, road resurfacing, Induction loop, Signal System, RFID System etc	T0+6	T0+12
5.	Development of Application Software	T0+1	T0+19
6.	System Integration	T0+19	T0+20
7.	Testing of Software	T0 + 20	T0 + 22
8.	Acceptance Testing	T0 + 22	T0 + 23
9.	Pilot Testing	T0 + 23	T0 + 25
10.	Final Commissioning	T+25	

SCHEDULE-E

(Clause 7.7)

TESTS

1. Schedule for Tests

- 1.1 The vendor shall, no later than 30 (thirty) days prior to the likely completion of Project at respective Project Sites, notify the Procuring entity/Authority of its intent to subject the Project to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Procuring entity/Authority detailed inventory and particulars of all works and equipment forming part of Project.
- 1.2 The vendor shall notify the Procuring entity/Authority of its readiness to subject the Project to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Procuring entity/Authority shall, in consultation with the vendor, determine the date and time for each Test to witness the Tests. The Procuring entity/Authority shall thereupon conduct the Tests in consultation with the CIRT, Pune or cause any of the Tests to be conducted with the help of any authorized specialized agency.

2. Tests

- 2.2 Visual and physical Test: The Procuring entity/Authority shall conduct a visual and physical check of all type of equipment as installed at the Project sites to determine that all works and equipment forming part thereof conform to the provisions of this RFP.
- 2.3 Test drive: The Procuring entity/Authority shall undertake a test drive of the Project Sites by a 2-Wheeler and LMV to determine that the quality of works as executed, services as provided and equipment as installed conforms to the provisions of the RFP.
- 2.4 IT Infrastructure including hardware and software: Extensive tests to examine and establish that the system fulfill the functional requirements in all respect including input and output data.
- 2.5 The equipment as installed conform to the makes, Standards and Specifications, are fully functional and compatible with the IT infrastructure and final output. The equipment as installed cannot be tempered with.
- 2.6 Other Tests: The Procuring entity/Authority may require the Bidder/vendor to carry out or cause to be carried additional Tests at all or any Project Site, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.
- 2.7 Computerization Tests and Audit: The Procuring entity/Authority shall carry out a detailed check to determine functional and accuracy of the hardware and software as installed including linking up with Data Centre. It shall also include providing of all Manuals in respect of software and its functional features etc.

2.8 Environmental audit: The Procuring entity/Authority shall carry out a check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.

2.9 Safety Review: Safety audit of the Project at all Project Sites shall be undertaken by the Procuring entity/Authority, and on the basis of such audit, the Procuring entity/Authority shall determine conformity of the Project with the provisions of this Agreement.

2.10 It shall also include any other tests and audits including that as may be prescribed by Procuring entity/Authority to assure that the Project is fully conforming to, meets with standards, Specifications, requirements and functional aspects.

2.11 The Procuring entity/Authority shall examine and check the adequacy and competency of the human resources as deployed to their satisfaction.

3 Agency for conducting Tests

All tests set forth in this Schedule-G shall be conducted by the Procuring entity/Authority and/or in association with such officer of the Transport Department, Government of Rajasthan.

4 Completion/ Provisional Certificate

Upon successful completion of Tests, the Procuring entity/Authority shall issue the Completion Certificate or the Provisional Certificate as the case may be.