

Form of Notice

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

No. F. 25(84)/pari/comp/2017 / 46052

Jaipur, Date : 18/10/17

NOTICE FOR INVITATION OF BIDS

Transport Department invites e-tender offers from eligible bidder for **selection of vendor for issuance of smart card based vehicle registration certificate and driving license** on Public 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 | 25,000/- |
| 3 | Cost of the project | Rs. 150.00 Crores |
| 4 | 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. 25,000 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. |
| 5 | Period of downloading of Bidding Document (Start Date) | 18/10/2017 |
| 6 | Date/ Time/ Place of Pre-Bid Meeting | 27/10/2017 at 11.00 AM at Room No. 311 in the Office of Transport Commissioner, GoR, Sahkar Marg, Jaipur |
| 7 | Last date & time of submission of bids | 24/11/2017 up to 3.00 PM |
| 8 | Opening of Technical Bid | 27/11/2017 at 11.00 AM at Room No. 311 in the Office of Transport Commissioner, GoR, Sahkar Marg, Jaipur |
| 9 | Opening of Financial Bid | Will be intimated later to the Technically qualified bidders |
| 10 | 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

**GOVERNMENT OF RAJASTHAN
TRANSPORT DEPARTMENT**

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER

For

ISSUANCE OF SMART CARD BASED
VEHICLE REGISTRATION CERTIFICATE

&

DRIVING LICENCE

BID PROCESSING FEE: Rs 25000/- Non Refundable

EMD: Rs. 300 lacks / -

Issued By :

Government of Rajasthan

Transport Department

Disclaimer

The information contained in this Request for Proposal document the " RFP" or subsequently provided to Bidders, 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 authority/entity or the contract granting authority**" or any of its employees, is provided to Bidders 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 authority/entity 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 authority/entity 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 authority/entity 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 Bidders 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 authority/entity accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Contract granting/Procuring authority/entity 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 Bidders and evaluation of Technical Proposals of the Bidder's for participation in the Bidding Process.

The Contract granting/Procuring authority/entity 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 authority/entity 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 authority/entity 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 authority/entity reserves the right to reject all or any of the Bids without assigning any reasons whatsoever and if the Contract granting/Procuring authority/entity decides not to take up the Project further, then also, the Contract granting/Procuring authority/entity reserves the right to withdraw the LOA. The Contract granting/Procuring authority/entity, 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 authority/entity 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 authority/entity 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

SECTION I: INVITATION FOR BIDS IFB & NOTICE INVITING BID NIB

COMPETITIVE BIDDING

**FOR SELECTION OF VENDOR FOR ISSUANCE OF SMART CARD BASED
VEHICLE REGISTRATION CERTIFICATE & DRIVING LICENCE**

| | | |
|---|---|---|
| 1 | Name & Address of the Procuring Entity | Name: Transport Commissioner, Government of Rajasthan Address: Parivahan Bhawan, Sahakar Marg, Jaipur (Rajasthan)-302005 |
| 2 | Name & Address of the Project Officer In-charge (POIC) | Name: Hans Kumar Sharma Designation: Additional Transport Commissioner (Rules) Address: Parivahan Bhawan, Sahakar Marg, Jaipur (Rajasthan)-302005 e-mail: addl.it.tdr@rajasthan.gov.in |
| 3 | Contact Person For Queries | Name: Sanjay Singhal Designation: System Analyst Address: Parivahan Bhawan, Sahkar Marg, Jaipur Rajasthan 302005 e-mail: transport.it@rajasthan.gov.in |
| 3 | Subject Matter of Procurement | Issuance of Smart Card Based Vehicle Registration Certificate and Driving Licence and related services in the State of Rajasthan |
| 4 | Bid Procedure | Single-stage Bidding: two part envelop) open competitive e-Bid procurement https://eproc.rajasthan.gov.in |
| 5 | Bid Evaluation Criteria Selection Method | Lowest financially evaluated bidder shall be selected for award of contract |
| 6 | Websites for downloading Bidding Document, Corrigendum's, Addendums etc. | Websites: http://sppp.rajasthan.gov.in , https://eproc.rajasthan.gov.in , http://transport.rajasthan.gov.in , |
| 7 | Fees | Fees in the favour of "Transport Commissioner" payable at Jaipur Rajasthan) J Bidding document fee: Rs. 25000 Rupees twenty five thousand only in form of Demand Draft/ Banker's Cheque J RISL Processing Fee: Rs. 1000/- |

| | | |
|----|---|--|
| | | Rupees One thousand only in form of Demand Draft / Banker's Cheque payable to Managing Director, RISL. EMD: Rs 300 lakhs Three Hundred Lakhs in Demand Draft/ Banker's Cheque/BG. |
| 8 | Estimated Tender Value | INR 150 Crore One Hundred and Fifty Crore) only |
| 9 | Period of downloading of Bidding Document (Start Date) | 18/10/2017 |
| 10 | Last date for submission of queries | 26/10/2017 |
| 11 | Date/ Time/ Place of Pre-Bid Meeting | Date: 27/10/2017 Place: Room No. 311, Parivahan Bhawan, Sahkar Marg, Jaipur, 302005 |
| 12 | Manner, Start/ End Date for the submission of Bids | Manner: Online at e-Procurement website From 18/10/2017 to 24/11/2017 upto 3.00 pm |
| 13 | Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee | From 18/10/2017 to 24/11/2017 upto 6.00 pm |
| 14 | Date/ Time/ Place of Technical Bid Opening | Date/ Time: 27/11/2017 at 11.00 AM Place: 311, Parivahan Bhawan, Sahkar Marg, Jaipur 302005 |
| 15 | Date/ Time/ Place of Financial Bid Opening | Will be intimated later to the Technically qualified bidders |
| 16 | Bid Validity | 180 days from the bid submission deadline |

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 EMD should be submitted physically at the office of Procuring authority/entity on or before opening of technical bid 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, EMD also in BG , and RISL Processing Fee as per timelines mentioned in NIB, its Bid shall be rejected. The Banker's Cheque/ Demand Draft for Bidding document fee, EMD 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 authority/entity 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 authority/entity 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 authority/entity and the successful bidder.
9. Procuring authority/entity 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, 2013 thereto, the later shall prevail.

Section II

Introduction

2. Introduction/Vision :

Transport Department is an important public dealing department. People visit various offices of the department daily for different services like obtaining driving licences, for registration of vehicles, permit/fitness certificates, deposition of motor vehicle tax etc. In addition to this the department also undertakes the important activities like collection of revenue, improving road safety etc. At present department is providing services through 54 Regional/District Transport offices, 24 sub transport offices and 35 tax collections centers across the state.

In order to enhance transparency, fast disposal of applications received in the office and to prevent revenue leakages, about 20 years ago, the computerization was introduced in the department. VAHAN and SARATHI software provided by NIC was used for the first time at Alwar district in year 2005 for issuance of computer based RC/DL under NeGP. Since 2009 non web based versions Client Server based technology where database is on distributed mode) were introduced in the phased manner throughout the state to provide computerized paper based RC's and DLs.

In the year 2014 department started issuing the DLs and RCs on SCOSTA compliant Smart Card with the help of NIC and NICS. Department intends to introduce a system where important deliverables i.e. RC's and DL's are prepared in fixed time frame and are delivered at the door steps of the citizens. The Software system for issuance of registration certificate i.e. Vahan and driving licence i.e. SARATHI, has been provided by the NIC to the department.

2.1 Current Scenario

Proposed G2C Service delivery project is a comprehensive scheme for modernization & computerization of the work of issuance of Registration Certificates and Driving Licences to the citizens in the Transport Department, Government of Rajasthan.

2.1.1 The current system flow of the Transport Department is as follows:

2.1.1.1 At present Web based and non web based both versions of 'VAHAN' and 'SARATHI' are being used in the state of Rajasthan

2.1.1.2 For non Web based 'VAHAN 1.0' procedure is as follows:

-) Transaction approval through VAHAN
-) Transfer of data to High Security Registration Plate HSRP vendor through flat file

- J Submission of data by HSRP Vendor to VAHAN through flat file
- J Transfer of data to Smart Card Vendor through flat file
- J RC Card Printing By vendor
- J KMS of printed card by RTO Staff
- J Handing over the RC card to Owner/dealer of motor vehicles working as authorized registering authorities.
- J Entire data is stored on a local server located at RTO/DTO

2.1.1.3 For Web based 'VAHAN 4.0' procedure is as follows:

- J Transaction approval through VAHAN
- J Electronic Transfer of data to HSRP vendor
- J Electronic Submission of data by HSRP Vendor to VAHAN
- J Electronic Transfer of data to Smart Card Vendor
- J RC Card Printing By vendor
- J KMS of printed card by RTO Staff
- J Handing over the RC card to Owner/ dealer of motor vehicles working as authorized registering authorities
- J Entire data is stored on a local server located at RTO/DTO

2.1.1.4 For Non Web based Version of 'SARATHI'

- J Transaction approval through 'SARATHI'
- J Access to approved data to Smart Card Vendor
- J Card Printing by SC Vendor
- J KMS of printed card by RTO staff
- J Handing over the card to holder
- J Entire data is stored on a local server located at RTO/DTO

2.1.1.5 For Web based Version of 'SARATHI'

- J Transaction approval through 'SARATHI'
- J Access to approved data to Smart Card Vendor through web Service
- J Card Printing by SC Vendor
- J KMS of printed card by RTO staff
- J Handing over the card to holder

) Entire data is stored on a local server located at RTO/DTO

2.2 Detail of number of smart cards issued in last year 2016 -17

- 1 The month wise detail of the number of smart cards issued for driving licenses & registration and services related to them are as under. It also includes the number of cards issued for License/vehicle related services:-

| Sr.No. 1) | Month 2) | Licence 3) | Registration Certificate 4) | Total 5) |
|--------------|----------------|----------------|-----------------------------------|----------------|
| 1. | April 2016 | 93243 | 137942 | 231185 |
| 2. | May 2016 | 115228 | 180102 | 295330 |
| 3. | June 2016 | 112897 | 165115 | 278012 |
| 4. | July 2016 | 113379 | 147773 | 261152 |
| 5. | August 2016 | 105557 | 146418 | 251975 |
| 6. | September 2016 | 124131 | 154527 | 278658 |
| 7. | October 2016 | 102278 | 137884 | 240162 |
| 8. | November 2016 | 111326 | 173097 | 284423 |
| 9. | December 2016 | 113035 | 187785 | 300820 |
| 10. | January 2017 | 116356 | 156787 | 236143 |
| 11. | February 2017 | 104922 | 156780 | 261702 |
| 12. | March 2017 | 116923 | 184526 | 301449 |
| TOTAL | | 1319275 | 1928736 | 3248011 |

- 2 The number of smart cards issued during the financial year 2016-17 from each RTO/DTO offices is as follows:-

| Sr. No. 1 | Location 2 | DL | RCNT | RCT | Total No. Of RC |
|-----------------|------------------|-------|--------|-------|-----------------|
| | | 3 | 4 | 5 | 6 = 4 +5 |
| 1 | Jaipur Jhalana | 49798 | 232503 | 8443 | 240946 |
| 2 | Jagatpura | 68044 | 0 | 26783 | 26783 |
| 3 | Vidhyadhar Nagar | 48450 | 4585 | 0 | 4585 |
| 4 | Jodhpur | 91067 | 103786 | 18596 | 122382 |
| 5 | Udaipur | 55027 | 89057 | 10107 | 99164 |
| 6 | Alwar | 68694 | 64405 | 4697 | 69102 |
| 7 | Jhunjhunu | 70446 | 49942 | 6854 | 56796 |
| 8 | Sikar | 58610 | 59947 | 8069 | 68016 |
| 9 | Kota 1 | 0 | 66244 | 5775 | 72019 |
| 10 | Kota 2 | 38779 | 0 | 0 | 0 |
| 11 | Bhilwara | 31227 | 59461 | 6885 | 66346 |

| | | | | | |
|----|-------------------|----------------|----------------|---------------|----------------|
| 12 | Pali | 30161 | 57801 | 4991 | 62792 |
| 13 | Bharatpur | 47568 | 39522 | 3938 | 43460 |
| 14 | Bikaner | 33733 | 43955 | 9971 | 53926 |
| 15 | Sri Ganga Nagar | 36523 | 46101 | 4217 | 50318 |
| 16 | Chittorgarh | 22565 | 51549 | 7869 | 59418 |
| 17 | Ajmer | 26839 | 44483 | 6925 | 51408 |
| 18 | Nagaur | 22069 | 48063 | 5798 | 53861 |
| 19 | Dausa | 35386 | 30651 | 4122 | 34773 |
| 20 | Tonk | 26609 | 29825 | 2776 | 32601 |
| 21 | Churu | 33601 | 20393 | 4448 | 24841 |
| 22 | Didwana | 22149 | 32253 | 3309 | 35562 |
| 23 | barmer | 28835 | 21472 | 5902 | 27374 |
| 24 | Banswara | 14562 | 33878 | 2049 | 35927 |
| 25 | dungarpur | 18251 | 27617 | 1712 | 29329 |
| 26 | bundi | 16142 | 28452 | 1879 | 30331 |
| 27 | Jhalawar | 13103 | 30968 | 2189 | 33157 |
| 28 | Rajsamand | 12451 | 29773 | 3376 | 33149 |
| 29 | S. Madhopur | 16225 | 24034 | 3931 | 27965 |
| 30 | Hanumangarh | 21547 | 19476 | 3074 | 22550 |
| 31 | Baran | 13420 | 28419 | 1347 | 29766 |
| 32 | Dholpur | 18355 | 17864 | 2910 | 20774 |
| 33 | Jalore | 14564 | 19861 | 1819 | 21680 |
| 34 | beawar | 10732 | 18444 | 2246 | 20690 |
| 35 | shahpura-bhilwara | 11815 | 17376 | 1311 | 18687 |
| 36 | Kotputli | 13017 | 11408 | 5627 | 17035 |
| 37 | Balotra | 13722 | 14275 | 2025 | 16300 |
| 38 | Karoli | 9798 | 18112 | 1845 | 19957 |
| 39 | Bhinmal | 10705 | 16883 | 1699 | 18582 |
| 40 | Sirohi | 11192 | 15007 | 2087 | 17094 |
| 41 | Chomu | 13120 | 13094 | 1939 | 15033 |
| 42 | Bhiwadi | 12875 | 12912 | 1256 | 14168 |
| 43 | Nohar | 14378 | 10307 | 1533 | 11840 |
| 44 | Dudu | 13478 | 10034 | 1371 | 11405 |
| 45 | shapura jaipur | 13461 | 8384 | 2219 | 10603 |
| 46 | Jaisalmer | 9575 | 10935 | 2418 | 13353 |
| 47 | Sujangarh | 9297 | 10528 | 1717 | 12245 |
| 48 | Pratapgarh | 5607 | 14056 | 674 | 14730 |
| 49 | Phalodi | 8218 | 8416 | 1902 | 10318 |
| 50 | Abu Road | 7059 | 8316 | 1615 | 9931 |
| 51 | Kekri | 7417 | 8219 | 868 | 9087 |
| 52 | Kishangarh | 5751 | 9647 | 1052 | 10699 |
| 53 | Nokha | 7808 | 5205 | 2048 | 7253 |
| 54 | Ramganj mandi | 5450 | 7908 | 717 | 8625 |
| | Total | 1319275 | 1706141 | 222930 | 1928736 |

2.2.1 List of all RTO/DTO Offices of the State; from which smart card based DL/RCS are issued are as follows:-

| S.No. 1 | Office Code 2 | Office Name 3 | Web base implemented Yes/No 4 | Region Name 5 |
|------------|------------------|----------------------------------|-------------------------------------|--------------------|
| 1. | RJ01 | RTO, AJMER | Yes | Ajmer |
| 2. | RJ21 | DTO, NAGPUR | Yes | |
| 3. | RJ26 | DTO, TONK | No | |
| 4. | RJ36 | DTO, BEAWAR | Yes | |
| 5. | RJ37 | DTO, DIDWANA | No | |
| 6. | RJ42 | DTO, KISHANGARH | No | |
| 7. | RJ48 | DTO, KEKRI | Yes | |
| 8. | RJ02 | RTO, ALWAR | No | Alwar |
| 9. | RJ40 | DTO, BHIWARI | No | Bharatpur |
| 10. | RJ05 | RTO, BHARATPUR | Yes | |
| 11. | RJ11 | DTO, DHOLPUR | Yes | Bikaner |
| 12. | RJ07 | RTO, BIKANER | Yes | |
| 13. | RJ13 | DTO, SRI-GANGANAGAR | No | |
| 14. | RJ31 | DTO, HANUMANGARH | Yes | |
| 15. | RJ49 | DTO, NOHAR | No | |
| 16. | RJ50 | DTO, NOKHA | No | Chittorgarh |
| 17. | RJ09 | RTO, CHITTORGARH | Yes | |
| 18. | RJ06 | DTO, BHILWARA | Yes | |
| 19. | RJ35 | DTO, PRATAPGARH | Yes | |
| 20. | RJ51 | DTO, SHAHPURA BHILWARA | No | Jaipur |
| 21. | RJ14 | RTO, JHALANA, JAIPUR | Yes | |
| 22. | | ARTO, JAGATPURA, JAIPUR | Yes | |
| 23. | | DTO, VIDHYADHAR NAGAR, JAIPUR | Yes | |
| 24. | RJ32 | DTO, KOTPUTALI | No | |
| 25. | RJ47 | DTO, DUDU | Yes | |
| 26. | RJ52 | DTO, SHAHPURA JAIPUR | No | |
| 27. | RJ41 | DTO, CHOMU | Yes | Jodhpur |
| 28. | RJ19 | RTO, JODHPUR | Yes | |
| 29. | RJ04 | DTO, BARMER | Yes | |
| 30. | RJ15 | DTO, JAISALMER | No | |
| 31. | RJ39 | DTO, BALOTARA | No | |
| 32. | RJ43 | DTO, PHALODI | No | Kota |
| 33. | RJ20 | RTO, KOTA Khera Jagpura | Yes | |
| 34. | | RTO, KOTA Chatarpura | No | |
| 35. | RJ08 | DTO, BUNDI | Yes | |
| 36. | RJ17 | DTO, JHALAWAR | Yes | |
| 37. | RJ28 | DTO, BARAN | Yes | Pali |
| 38. | RJ33 | DTO, RAMGANJMANDI | No | |
| 39. | RJ22 | RTO, PALI | Yes | |
| 40. | RJ16 | DTO, JALORE | Yes | |
| 41. | RJ24 | DTO, SIROHI | No | |
| 42. | RJ38 | DTO, ABUROAD | No | |

| S.No. 1 | Office Code 2 | Office Name 3 | Web base implemented Yes/No 4 | Region Name 5 |
|--------------------|------------------------------|--------------------------|--|--------------------------|
| 43. | RJ46 | DTO, BHINMAL | No | |
| 44. | RJ23 | RTO, SIKAR | Yes | Sikar |
| 45. | RJ10 | DTO, CHURU | Yes | |
| 46. | RJ18 | DTO, JHUNJHUNU | Yes | |
| 47. | RJ44 | DTO, SUJANGARH | No | |
| 48. | RJ27 | RTO, UDAIPUR | Yes | Udaipur |
| 49. | RJ03 | DTO, BANSWARA | No | |
| 50. | RJ12 | DTO, DUNGARPUR | No | |
| 51. | RJ30 | DTO, RAJSAMAND | No | |
| 52. | RJ29 | RTO, DAUSA | Yes | Dausa |
| 53. | RJ25 | DTO, SWAIMADHOPUR | Yes | |
| 54. | RJ34 | DTO, KAROLI | Yes | |

Section III

3 Instruction to bidders

3.1 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. The department registers the motor vehicles and also issue driving licenses. The services relating to vehicles and also relating to driving licenses are being provided by the department. The department intends to issue smart card based vehicle registration certificate and driving licenses in all the 54 RTO/DTO offices. These services are to be provided in all the offices where web based and non-web based applications are being used. Initially the services shall be provided in 30 offices where web application is being used. The department intends to switch over to web based application upto 31.03.2018 in rest of the RTO/DTO/Sub-offices. The Government of Rajasthan, in its executive capacity represented by the Transport Commissioner, Government of Rajasthan, Department of Transport herein after referred as "Procuring Authority /entity", has decided to execute the above project in the State as per the scope of work provided in the RFP. The award of the project shall be period of 5 years from the date of issuance Letter of Intent Lol to the successful bidder.

3.1.1 The Procuring authority/entity has adopted a single stage two part process referred to as the Bidding" for selection of the vendor/hereinafter referred as bidder for award of the Project. The first part shall include evaluation of technical criteria/eligibility of the bidder. It shall be mandatory for each bidder to fulfil all basic technical qualification laid down in the bid. The bidders found eligible in the evaluation of technical bid shall be eligible for opening of their financial bids. The Bidder", which expression shall, unless repugnant to the context, include the Members of the Consortium.

3.2 Sale of Bidding/ Tender Documents

3.2.1 The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids NIB and shall be stopped one day prior to the date of opening of Bid. 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. 25,000 Rupees Twenty Five 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.

3.2.2 The bid shall summarily be rejected if it is not accompanied with the sum of money referred above in clause 3.2.1.

3.3 Pre-bid Meeting/ Clarifications

3.3.1 Any prospective bidder may, in writing, seek clarifications from the procuring authority/ entity 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.* The interested bidder should send the queries as per the following format:

| Bidder's Request For Clarification | | | |
|---|---|---|---|
| Name of Organization submitting request | | Name & position of person submitting request: | Address of organization including phone, fax, email points of contact |
| S. No | Bidding Document Reference Clause /page | Content of RFP requiring clarification | Points of Clarification required |
| 1) | 2) | 3 | 4) |
| 1 | | | |
| 2 | | | |
| 3 | | | |

3.3.2 A pre-bid conference shall be convened by the procuring authority/entity 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.

3.3.3 The period within which the bidders may seek clarifications under clause 3.3.1 above and the period within which the procuring entity/ authority shall respond to such requests for clarifications shall be as under: -

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

3.3.3.2 The minutes and response, if any, shall be provided promptly to all bidders to which the procuring authority/entity 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.

3.4 Changes in the Bidding Document

3.4.1 At any time, prior to the deadline for submission of Bids, the procuring authority/entity 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.

3.4.2 In case, any modification is made to the bidding document or any clarification is issued in the bidding document, the procuring authority/entity shall publish such modification or clarification on the website in the same manner as the publication of the initial bidding document.

3.4.3 In case, a clarification or modification is issued to the bidding document, the procuring authority/entity 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.

3.4.4 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 authority/entity.

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

3.5 Period of Validity of Bids

3.5.1 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 authority/entity as non-responsive Bid.

3.5.2 Prior to the expiry of the period of validity of Bids, the Procuring authority/entity, 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 EMD shall not be forfeited.

3.5.3 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 EMD is not extended, or if the bidder has not submitted a new EMD, shall be considered to have refused the request to extend the period of validity of its Bid.

3.6 Format and Signing of Bids

3.6.1 Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.

3.6.2 All the documents uploaded should be digitally signed with the DSC of authorized signatory in a manner referred in section I of the RFP.

3.6.3 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

3.7 Technical/Eligibility Criteria

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

| Sr. No. | Document type | Document format |
|---------|----------------------------------|------------------------------------|
| 1) | 2) | 3) |
| 1 | Covering letter of technical bid | In the format at Appendix I |
| 2 | Fee details | |
| 2.1 | Tender fees | Scanned copy of DD/Bankers cheque |
| 2.2 | E-tender processing fees | Scanned copy of DD/Bankers cheque |

| | | |
|-----|---|---|
| 2.3 | EMD | Scanned copy of DD/Bankers cheque |
| 3 | Tender format | Copy of RFP |
| 4 | <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.</p> <p>) In case of a consortium consisting of not more than two companies coming together to implement the project shall submit a joint bidding agreement entered into by both the partners of the consortium with a formal intent to enter into an agreement or under an existing agreement to form a consortium both the companies shall be registered under Indian Companies Act, 1956/2013 as the case may be .</p> <p>) No bidder applying individually or as a member of a consortium as the case may be, can be a member of another bidder.</p> | <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. Information in appendix V and VI to be enclosed with bid.</p> |
| 5 | <p>The bidder/lead bidder or consortium partner must have minimum annual turnover of Rs. 30 Crore thirty crore in any two of the immediately preceding three financial years in the IT related activities or IT services or in the field of providing Smart Card enabled services as per the audited accounts for the financial years 2014 - 15, 2015 - 16, 2016-17 . The turnover in activities other than the above will not be taken for consideration for accounting for this turnover criterion.</p> <p>In case the breakup of turnover is not separately reflected in the audited financial statements submitted with the bid document the bidder/lead bidder/consortium partner shall submit a certificate from statutory auditor/CA of bidder/ lead bidder/consortium partner specifying the turnover in IT related activities or IT services or in the field of providing Smart Card enabled services.</p> | <p>Audited balance sheet and profit and loss account along with all its schedules for the years and a Certificate from its Statutory auditor wherever the same is required as mentioned in corresponding column number 2) . The information regarding financial capacity of the bidder is also to be provided in the format in Appendix–VII of the RFP</p> |
| 6 | The bidder/lead bidder or consortium Partner must be registered under the GST Act in the range of bidder's | Copy of PAN and GST Registration to be enclosed |

| | | |
|----|---|---|
| | operations and carry a valid PAN Number from the income Tax Department. | |
| 7 | The bidder/lead bidder or consortium partner must have a positive net worth. [Measured as Subscribed and Paid-up Equity + Reserves less Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders] in last financial year i.e 2016-17. | A Certificate from CA/Statutory Auditor for net worth to be submitted. |
| 8 | The bidder/lead bidder or consortium partner must have issued at least 50 lacs SCOSTA cards or must have processed at least 75 lacs Smart Cards for IT based Citizen Services Delivery/ Facilitation applications for any state/central government/PSU in India in last 3 financial years as on bid submission date. The cards issued/processed shall be the total number of cards issued during the financial year 2014-15, 2015-16 and 2016-17. | the certificates of experience should be from the Client Department should be signed by an officer not inferior to the rank of Joint Commissioner or equivalent |
| 9 | The bidder/lead bidder or consortium partner should have experience in the field of IT as a System Integrator/ Operation with at least one project of worth 15 crore or 3 projects of worth 5 crore each within the last 3 years as on the bid submission date. The experience of State/Central Government/PSU in India shall only be considered. | A satisfactorily working / completion certificate issued by client or along with the certificate issued by the client towards work in progress for more than one years. The name and contact information address, telephone number, fax, email - id, website) of the client contact person must also be provided. |
| 10 | The bidder/ lead bidder or consortium partner must have a minimum 100 employees on its payrolls as on bid submission date. Out of 100 employees, 30 should be technically qualified professionals. | A self - certificate to this effect duly signed by the Company Secretary or Director of company certifying strength of employees as per corresponding column 2. |

| | | |
|----|---|--|
| 11 | The bidder/lead bidder or consortium partner must have ISO 9001:2008 certification. | the Certificates should be in existence and duly renewed as on date of bidding. |
| 12 | The bidder/lead bidder or the consortium partner should have a valid SCOSTA certificate in its own name, In case, the Bidder does not have a SCOSTA certificate in its own name, it must have an exclusive tie - up with smart card manufacturer for the supply of smart cards throughout the contract period having valid SCOSTA certificate in its name | Copy of Valid SCOSTA certificate and/or MoU / tie - up arrangement letter between the bidder and the smart card supplier for supplying SCOSTA certified smart cards for the project period must be submitted where the bidder is not the OEM |
| 13 | The OEM of Smart cards should have the capacity of production of minimum 50 Lac card per year. | Certificate issued by the director/company secretary certifying the capacity of production of OEM. |
| 14 | Details of bidder/consortium partners including brief description of roles and responsibilities | In the format at Appendix II |
| 15 | Power of Attorney PoA authorizing signatory for signing of the bid | In the format at Appendix III |
| 16 | In case of consortium the Power of Attorney PoA nominating the lead partner | In the format at Appendix IV |
| 17 | In case of consortium joint bidding agreement by both the partners of the consortium | In the format at Appendix V |
| 18 | Statement of legal authority in case of consortium | As per format at Appendix VI |
| 19 | Failure of Performance 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 | Self declaration |

| | | |
|----|--|------------------|
| | 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. | |
| 20 | Not being black listed. The bidder both lead and other than lead partner shall not be under a declaration of ineligibility/banned/black listed by any State/UT or Central Government in India for corrupt and fraudulent practices in last three years. | Self Certificate |

Note:- For the purpose of evaluation of financial capabilities i.e. turnover and network, if the bidder is a Joint Venture or consortium, the financial capabilities of its constituent entities shall be considered in the ratio of their share holding in the joint venture or consortium as the case may be.

The above conditions are the basic technical/eligibility conditions for the participation in the bid process and bidders found eligible shall only be considered for opening of financial bids.

- 1 All supporting documents are to be uploaded on the e - Tendering website <https://eproc.rajasthan.gov.in>
- 2 In case the bidder is not a manufacturer, the Bidder should have an agreement with the card manufacturer. In case the bidder at any point of time desires to change its cards' manufacturer / supplier, then the bidder may enter into contract with new manufacturer / supplier after taking consent of Transport Commissioner, Government of Rajasthan, provided in that case bidder has to submit the new SCOSTA certificate of new OEM. The bidder has to produce a certificate from the card manufacturer, along with supply of each lot of card, that the Chip and the Card are compliant to SCOSTA and MoRTH Guidelines.
- 3 The Bidder/lead bidder and consortium partner or OEM, who is manufacturer or supplier of equipment or SCOSTA cards in this project, should not have violated or infringement any Indian or foreign trademark, patent, registered design or other intellectual property rights. A self - Certificate/ affidavit in this regard has to be submitted.
- 4 A consortium of maximum two companies registered under the Indian Company Act, 1956/2013 is allowed to participate in the bid. Either member of consortium must fulfill the eligibility criteria individually. All the consortium members would be responsible for execution of the complete project and comply with all the terms and conditions of the bid document.
- 5 The bidder or lead bidder or consortium members must fulfill the relevant criteria relating

to turnover or experience. However, the turnover or experience of only 100% subsidiary companies will be considered for the purpose of eligibility of parent company. For the above points the bidder or lead bidder or consortium members must submit relevant documents which clearly indicate the relation between the companies.

3.8 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 VIII |

The financial criteria is based on the minimum rate/price quoted for issuance of each smart card irrespective of the fact that it is issued for a driving license or for registration certificate. Herein after the rate/price quoted shall be referred as "User fees".

3.9 The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid are properly indexed and placed in the same order as required in the bid.

3.10 The bid will be rejected in case of non-submission of the required documents or submission of the documents in a different format.

3.11 Where the Bidder is a Consortium, it shall be required to execute the project as per the joint bidding agreement referred in **Appendix-V** of RFP :

3.11.1 Within the 2 two consortium members, either of the member of the consortium must fulfill the eligible criteria individually;

3.11.2 Subject to the provisions of sub-clause 3.11.1 above, the Bid should contain the information required for each member of the Consortium in **Appendix - II**;

3.11.3 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;

3.11.4 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;

3.11.5 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;

3.11.6 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 clearly outline the proposed roles and responsibilities, if any, of each member;
- ii commit the minimum equity stake to be held by each member;
- iii commit that the Lead Member shall hold a minimum equity stake of 60% or more in the consortium and the other member shall hold 40% or in any case not less than 15% equity stake in the consortium and shall further commit that the minimum percentage of 60 and balance percentage of the other member of consortium combined making total to 100%
- iv 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 authority/entity.

3.11.7 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 submit the requisite information by attaching additional sheets in the prescribed format.
- 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;

3.12 The payment to the successful bidder shall be made for each month by the department by 15th day of next month on the basis of number of cards printed and dispatched to the applicants after printing.

3.12.1 The successful bidder have to submit a monthly statement duly verified by concern official of the department of number of cards printed and dispatched to the applicants after printing by 5th day of next month.

3.13 Cost & Language of Bidding

3.13.1 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.

3.13.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring authority/entity, 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 language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.14 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

3.15 Earnest Money Deposit

The bidder shall furnish as part of his bid as EMD Rs. 300 lakhs Three Hundred lakhs in any one of the following forms:-

- 1 Bank Draft or Banker's Cheque of a scheduled bank;
- 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;
- 3 Bank guarantee/s of a scheduled bank in the format at **appendix IX** of RFP. 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;
- 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 EMD, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

3.15.1 EMD shall necessarily accompany the technical bid.

3.15.2 The EMD of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting of Performance Bank Guarantee by the successful bidder.

3.15.3 The EMD taken from a bidder shall be forfeited, including the interest, if any in the following cases, namely: -

3.15.3.1 when the bidder withdraws or modifies its bid after opening of bids;

3.15.3.2 when the bidder does not execute the agreement, if any, after the issuance of Letter of Authority;

3.15.3.3 when the bidder fails to execute work as per the project completion schedule given at **clause 5.21** of the RFP;

3.15.3.4 when the bidder does not deposit the Performance Bank Guarantee as required under section II of the RTPP ACT, 2012 and specified period after the issuance of Letter of Authority; and

3.15.3.5 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.

3.15.4 Notice will be given to the bidder with reasonable time before EMD deposited is forfeited.

3.15.5 No interest shall be payable on the EMD.

3.15.6 In case of the successful bidder, the amount of EMD 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.

3.15.7 The procuring authority/entity shall promptly return the EMD at the earliest of the following events, namely:-

- i the expiry of validity of EMD;
- 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.

3.16 Deadline for the submission of Bids

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

3.16.2 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 authority/entity. 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 authority/entity 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.

3.17 Withdrawal, Substitution, and Modification of Bids

3.17.1 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".

3.17.2 Bids withdrawn shall not be opened and processed further.

3.18 Fraud and Corrupt Practices

3.18.1 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 authority/entity 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 authority/entity shall be entitled to forfeit and appropriate the EMD 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 authority/entity under the Bidding Documents and/ or the Contract Agreement, or otherwise.

3.18.2 Without prejudice to the rights of the Procuring authority/entity under Clause 3.18.1 hereinabove and the rights and remedies which the Procuring authority/entity 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 authority/entity 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 authority/entity during a period of 2 two years from the date such Bidder.

3.18.3 For the purposes of clause 3.18, 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 authority/entity 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 authority/entity, 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 3.18.3ai , 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 authority/entity 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 authority/entity 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 IV

4 Evaluation of Bids

4.1 Opening of Bids:-

- 4.1.1 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.
- 4.1.2 The committee may co-opt experienced persons in the committee to conduct the process of Bid opening and evaluation.
- 4.1.3 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.
- 4.1.4 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 fees) to Transport Department.
- 4.1.5 The committee shall conduct a preliminary scrutiny of the opened technical Bids to ensure that the: -
- 4.1.6 bid is accompanied by bidding document fee, EMD and processing fee;
- 4.1.7 bid is valid for the period, specified in the bidding document;
- 4.1.8 bid is unconditional and the bidder has agreed to give the required Performance Bank Guarantee; and
- 4.1.9 other conditions, as specified in the bidding document are fulfilled.
- 4.1.10 any other information which the committee may consider appropriate.
- 4.1.11 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 EMD.
- 4.1.12 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.

4.2 Selection Method:

The bids shall be evaluated in terms of the technical criteria laid down in clause 3.7 of the bid. Bidder found eligible in technical evaluation shall only be considered for financial evaluation. Qualifying bidders shall be subsequently evaluated on the basis of financial bid submitted by them. The bidder who

offers the minimum “user fees” shall be selected for award of contract. The L1 bidder shall be evaluated on the basis of the minimum user fees offered for the execution of the project by the bidder for the project period. Here the execution of the project shall mean the installation, operation and maintenance of the project as provided in RFP.

4.3 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 a date beyond the bid submission date.

4.4 Evaluation & Tabulation of Technical Bids

4.4.1 Determination of Responsiveness

The bid evaluation committee shall determine the responsiveness of a Bid. Only those bids which qualify the Technical/Eligibility Criteria shall be eligible for evaluation for financial bids.

4.4.2 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.

4.5 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.

4.5.1 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.

4.5.2 The procuring authority/entity 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.

4.6 **Non-material Non-conformities in Bids**

- i 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.
- ii 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.
- iii The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under clause 4.6ii above.

4.7 **Methodology & Criteria for evaluation**

4.7.1 **Technical Bid**

4.7.1.1 Procuring Authority will form an evaluation Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, committee, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

4.7.1.2 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. Every page of Technical Compliance Sheet will be signed by Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, Technical brochures should be attached where ever available

4.7.1.3 To ensure proper understanding of the project the bidder shall be required to make a presentation demonstrating the entire solution, implementation plan, proposed methodology for the successful completion of the project before the evaluation committee.

4.7.1.4 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.

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

4.7.1.6 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.

4.8 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 authority/entity shall take following actions for evaluation of financial Bids:-

4.8.1 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;

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

4.8.3 the names of the bidders, the user fees offered by them and conditions put, if any, shall be read out and recorded;

4.8.4 conditional Bids are liable to be rejected;

4.8.5 the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer i.e. the minimum "user fees" 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;

4.8.6 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 authority/entity;

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

4.8.8 If in the opinion of bid evaluation committee the rates quoted by L1 needs to be clarified the bidder has to submit detailed justification/breakup of rates quoted by him.

4.9 Correction of Arithmetic Errors in Financial Bids

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

4.9.1 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;

- 4.9.2 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
- 4.9.3 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 4.9.1 and 4.9.2 above.

4.10 Acknowledgement by Bidders

4.10.1 It shall be deemed that by submitting the Bid, the Bidder has:

- 4.10.1.1 made a complete and careful examination of the RFP;
- 4.10.1.2 received all relevant information requested from the Procuring entity/ Authority;
- 4.10.1.3 accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Procuring authority/entity relating to any of the matters referred to in Clause 3.7 and Clause 3.8 above;
- 4.10.1.4 satisfied itself about all matters, things and information including matters referred to in Clause 3.7 and Clause 3.8 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;
- 4.10.1.5 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 3.7 and Clause 3.8 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 authority/entity, or a ground for termination of the Contract Agreement by the bidder/vendor;
- 4.10.1.6 acknowledged that it does not have a Conflict of Interest as provided in rule 81 of the RTPP Rules, 2013; and
- 4.10.1.7 agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.10.1.8 The Procuring authority/entity 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 authority/entity.

4.11 Verification and Disqualification

- 4.11.1 The Procuring authority/entity 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 authority/entity, 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 authority/entity shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procuring authority/entity there under.

4.11.2 The Procuring authority/entity reserve the right to reject any Bid and appropriate the EMD 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 authority/entity, the supplemental information sought by the Procuring authority/entity 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 authority/entity reserves the right to take any such measure as may be deemed fit in the sole discretion of the Procuring authority/entity, including annulment of the Bidding Process.

4.11.3 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 authority/entity, 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 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 authority/entity to the Bidder, without the Procuring authority/entity being liable in any manner whatsoever to the Selected Bidder or Bidder/vendor. In such an event the Procuring authority/entity shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy which the Procuring authority/entity may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

4.12 Exclusion of Bids/ Disqualification

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

- 4.12.1.1 the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- 4.12.1.2 the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- 4.12.1.3 the bidder is not qualified as per qualification/ eligibility criteria mentioned in the bidding document;

- 4.12.1.4 the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - 4.12.1.5 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;
 - 4.12.1.6 a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- 4.12.2 A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- 4.12.3 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.

4.13 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: -

-) the Bidder is technically qualified;
-) the “user fees” quoted by the bidder is assessed to be reasonable;
-) the Bid is unconditional and complete in all respects;
-) there are no obvious indicators of cartelization amongst bidders; and
-) the bidder is qualified as per the provisions of qualification/ eligibility criteria in the bidding document

- 4.13.1 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 highest ranked officer of accounts section posted in the transport department.
- 4.13.2 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.
- 4.13.3 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.

4.14 Acceptance of the successful Bid and award of contract

- 4.14.1 The procuring authority/entity after considering the recommendations of the bid evaluation committee and the conditions of Bid if any shall be accepted or rejected. 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.
- 4.14.2 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.
- 4.14.3 Before award of the contract, the procuring authority/entity shall ensure that the “user fees” offered by the successful Bidder is reasonable and consistent with the required quality.
- 4.14.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 4.14.5 The procuring authority/entity 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.
- 4.14.6 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.
- 4.14.7 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 document 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.
- 4.14.8 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.
- 4.14.9 The EMD 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.

4.15 Information and publication of award

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

4.16 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.

4.17 Performance Bank Guarantee

- 4.17.1 Prior to execution of agreement, Performance Bank Guarantee shall be solicited from all successful bidders in the format **Appendix X**.
- 4.17.2 The amount of Performance Bank Guarantee shall be 750 lakhs which is 5% of the estimated cost of the project,
- 4.17.3 Performance Bank Guarantee shall be furnished in any one of the following forms: -
- 4.17.3.1 Bank Draft or Banker's Cheque of a scheduled bank;
 - 4.17.3.2 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;
 - 4.17.3.3 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;
 - 4.17.3.4 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.
- 4.17.4 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.
- 4.17.5 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.

4.17.6 Notice will be given to the bidder with reasonable time before Performance Bank Guarantee deposited is forfeited.

4.17.7 No interest shall be payable on the Performance Bank Guarantee PBG .

4.18 Execution of agreement

4.18.1 The procurement contract shall be signed as per the provisions of RFP, the draft agreement is at **appendix XI**.

4.18.2 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. The contract shall come into force from signing of the agreement or from such subsequent date as may be decided by the procuring authority.

4.18.3 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 to the next lowest bidder, in accordance with the criteria and procedures set out in the bidding document.

4.18.4 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.

4.19 Confidentiality

4.19.1 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.

4.19.2 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.

4.19.3 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 4.19.1 above.

4.19.4 In addition to the restrictions specified above, the procuring authority/entity, while procuring a subject matter of such nature which requires the procuring authority/entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

4.20 Cancellation of procurement process

4.20.1 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.

4.20.2 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 4.20.5 and clause 4.20.6 of the bid.

4.20.3 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.

4.20.4 The decision of the procuring entity to cancel the procurement shall be immediately communicated to all bidders that participated in the procurement process.

4.20.5 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.

4.20.6 If a bidder is convicted of any offence under the provisions of RPPP 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.

4.21 Code of Integrity for Bidders

4.21.1 No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

4.21.2 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;

4.22 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.

- 4.22.1 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.
- 4.22.2 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: -
- 4.22.3 exclusion of the bidder from the procurement process;
- 4.22.4 calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- 4.22.5 forfeiture or encashment of any other security or bond relating to the procurement;
- 4.22.6 recovery of payments made by the procuring entity along with interest thereon at bank rate;
- 4.22.7 cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- 4.22.8 debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

4.23 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;
- 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 V

5 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

5.1 Definitions

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

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| 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 authority/entity 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 joint venture or a consortium of not more than two companies having such technical and financial qualification laid down in the bid document |
| 5 | Bid Security/EMD | Means a security provided to the procuring authority/entity 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 authority/entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |

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| 7 | Client Country | Shall mean the country name in general conditions of contract. |
| 8 | 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. |
| 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, GoR in this bidding document. |
| 11 | Contract | Means the Agreement entered into between the Procuring authority/entity and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated in the bid/RFP |
| 12 | Contract Price/User Fees | Shall mean the Price payable to the bidder/vendor under the contract for the full and proper performance of the its contractual obligations. |
| 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 | Critical Deliverables | Means the deliverables supplied by vendor/vendor. |
| 15 | Day | Shall mean a calendar day. |
| 16 | Department | Shall mean the Transport Department, Government of Rajasthan |

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| 17 | ETDC | Means Electronic Testing & Development Center. |
| 18 | GCC | Shall mean General Conditions of the Contract |
| 19 | GoI/ GoR | Means Govt. of India/ Govt. of Rajasthan. |
| 20 | Goods | Shall mean all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, hardware, smart card printer, 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 |
| 21 | GST | Shall means Goods and Service Tax |
| 22 | ICT | Means Information and Communication Technology. |
| 23 | 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 |
| 24 | INR | Means Indian Rupee |
| 25 | ISI | Means Indian Standards Institution |
| 26 | ISO | Means International Standardisation Organisation |
| 27 | IT | Means Information Technology |
| 28 | ITB | Means Instruction to Bidders |
| 29 | LD | Means Liquidated Damages |

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| 30 | Letter of Intent or "LoI" | Means the letter communicating intention of formal acceptance of the bid by the Government of Rajasthan |
| 31 | NCB | Means national competitive bidding, a bidding process in which qualified bidders only from within India are allowed to participate |
| 32 | NIB | Means Notice Inviting Bid |
| 33 | Notification | Means A notification published in the Official Gazette |
| 34 | OEM | Means Original Equipment Manufacturer |
| 35 | PAN | Means Permanent Account Number |
| 36 | PBG | Means Performance Bank Guarantee |
| 37 | PC | Means Procurement/ Purchase Committee |
| 38 | 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 |
| 39 | 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 authority/entity 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 |
| 40 | Project Site | Wherever applicable, means the designated place or places as referred in the RFP. |
| 41 | Tendering Authority/Procuring | Means person or entity that is a recipient of goods or services provided by a bidder in this case Transport |

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| | Authority/Entity | Commissioner to the Government of Rajasthan. |
| 42 | 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. |
| 43 | R.T.P.P. Act | Means the Rajasthan Transparency in Public Procurement Act, 2012 Act No. 21 of 2012 and Rules thereto |
| 44 | RISL | Means RajCOMP Info Services Limited |
| 45 | RSDC | Means Rajasthan State Data Centre, New IT Building, Jaipur |
| 46 | RVAT | Means Rajasthan Value Added Tax |
| 47 | Services | Shall mean services to be rendered by the selected vendor/bidder in this project as per scope of work. |
| 48 | SLA | Service Level Agreement is a negotiated agreement between the vendor and the procuring authority/entity. In this case it refers to the contracted delivery time of the service or performance. |
| 49 | Software | Means solution which is developed as per requirement of Transport Commissioner. |
| 50 | SSDG | Means State Services Delivery Gateway |
| 51 | State Government | Means Government of Rajasthan GoR |
| 52 | State Public Procurement Portal | Means http://sppp.rajasthan.gov.in |
| 53 | STQC | Means Standardisation Testing and Quality Certification, Govt. of India |

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| 54 | Subject Matter of Procurement | Means any item of procurement whether in the form of goods, services or works |
| 55 | Time required for approval | Means the time lapsed between the date of submission of critical deliverables Complete in all respects for the business functions/services) and the date of approval excluding the intermediate time taken by the vendor for providing clarifications/modifications and communication. |
| 56 | Transport Department | Means Transport Department, Government of Rajasthan. |
| 57 | TIN | Means Tax Identification Number |
| 58 | TPA | Means Third Party Auditors |
| 59 | VAT/ CenVAT | Means Value Added Tax/ Central VAT |
| 60 | Vendor | Shall mean the successful bidder to whom the contract is awarded and includes the legal successors or permitted assigns of the successful bidder. |
| 61 | WO/ PO | Means Work Order/ Purchase Order |

5.2 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

5.3 Standards

The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard of smart card appropriate to the country of origin.

5.4 Use of Contract Documents and Information

5.4.1 The service provider shall not, without Transport Commissioner, Government of Rajasthan prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the department in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed

person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.4.2 The vendor shall not, without Transport Commissioner, Government Of Rajasthan's prior written consent, make use of any document or information enumerated in General Terms and Conditions Clause 5.4.1 except for purposes of performing the Contract.

5.4.3 Any document, other than the Contract itself, enumerated in General Terms and Conditions Clause 5.4.1 shall remain the property of Transport Commissioner, Government Of Rajasthan and shall be returned in all copies to Transport Commissioner, Government Of Rajasthan on completion of the service provider's performance under the Contract if so required by Transport Commissioner, Government Of Rajasthan.

5.4.4 The service provider shall permit Transport Commissioner, Government Of Rajasthan to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by Transport Commissioner, Government Of Rajasthan, if so required by Transport Commissioner, Government Of Rajasthan.

5.5 **Confidential Information**

- a The Procuring authority/entity 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 authority/entity 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 authority/entity 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 authority/entity 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.

5.6 Patent Rights, Copy Right

- 5.6.1 The vendor shall indemnify Transport Commissioner, Government Of Rajasthan against all third - party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 5.6.2 When the vendor develops any solution for Transport Commissioner, Government Of Rajasthan as part of project, then the copyright/IPR of that customized solution will be with the vendor. The vendor cannot sell or use fully / partly that software for his other customers without written consent from Government of Rajasthan during the project period.
- 5.6.3 While passing on the rights license of using any solution, the vendor shall ensure that such rights are inclusive of the use of that Solution to customization as per requirement of Transport Commissioner, Government Of Rajasthan.

5.7 Inspection/Testing/Quality Checking

- 5.7.1 The L1 bidder, post award of the contract will have to submit the sample cards for testing by CIPET Chennai and the charges of the same shall be borne by the successful bidder.
- 5.7.2 During the tenure of the contract, the card lot provided by the selected service provider will be checked and tested by the Transport Commissioner, Government of Rajasthan or designated authority/agency at least twice in each year at cost of selected vendor.
- 5.7.3 If over 1% cards of particular batch are found faulty or not in compliance to the technical specifications as mentioned in the RFP, then suitable penalty as per the penalty clause as mentioned in SLA & penalty section of this RFP.
- 5.7.4 If over 10% of smart cards supplied in any batch are found faulty then Transport Commissioner, Government Of Rajasthan may terminate the agreement.
- 5.7.4.1 The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Smart Cards and Related Services as are specified in the bidding document.

5.8 Change Request Orders

- 5.8.1 During the development phase, any change in scope of work, or in design and development of Decision Support systems DSS or of Management Information system MIS shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.
- 5.8.2 Transport Commissioner, Government Of Rajasthan may, at any time, by written order given to the vendor make changes within the general scope of the Contract in any one or more of the following:
 - 5.8.2.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for TRANSPORT COMMISSIONER, GOVERNMENT OF RAJASTHAN;
 - 5.8.2.2 The place of delivery; and/or the Services to be provided by the vendor.
- 5.8.3 Training of personnel of the Transport Commissioner, Government Of Rajasthan in terms of hours/subjects will be without any additional cost.
- 5.8.4 If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause must be asserted within thirty 30 days from the date of the vendor's receipt of the Transport Commissioner, Government Of Rajasthan's change order.

5.9 Delivery of Documents

- 5.9.1 Customization/integration/implementation/integration of the software shall be made by the service provider in accordance with the terms specified by Transport Department in the Notification of Award.
- 5.9.2 Upon deployment of the solution / completion of the assigned work under the service, vendor shall notify Transport Department accordingly.

5.10 Language

- 5.10.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Procuring authority/entity, 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 english in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.10.2 The vendor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5.11 Notices

5.11.1 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.

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

5.12 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.

5.13 Prices

5.13.1 The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology Presentation by the Bidder before the evaluation committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

5.13.2 The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

5.13.3 Prices charged by the vendor for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the vendor in its bid, with the exception of any price adjustments authorized in the conditions of the contract.

5.13.4 The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 3 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software 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 purchaser.

5.14 Taxes and Duties

5.14.1 The vendor shall fully familiarize themselves about the applicable Domestic taxes such as GST, Income Tax, duties, fees, levies, etc. on amount payable by Transport Department under the contract. The

vendor and personnel shall pay such domestic tax, duties, fees and other impositions wherever applicable levied under the applicable law.

5.15 Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

5.16 Assignment

The vendor shall not assign, in whole or in part, its obligations to perform under the Contract to any third party, except with Transport Commissioner, Government of Rajasthan's prior written consent.

5.17 Delays in the vendor's Performance

5.17.1 Delivery of the software and performance of the Services shall be made by the vendor in accordance with the time schedule specified by Transport Commissioner, Government Of Rajasthan in the contract document.

5.17.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the vendor shall promptly notify Transport Commissioner, Government Of Rajasthan in writing of the fact of the delay, its likely duration and its cause s. As soon as practicable after receipt of the service provider's notice, Transport Commissioner, Government Of Rajasthan shall evaluate the situation and may, at its discretion, extend the vendor's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the vender and Transport Commissioner, Government Of Rajasthan, shall be at as per terms and conditions of this RFP.

5.17.3 Except as provided under General Condition of Contract GCC Clause 5.21, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of a penalty, unless an extension of time is agreed upon pursuant to GCC Clause 5.21 without the application of the penalty.

5.18 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.

5.19 **Supplier / vendor's Obligations**

- 5.19.1 The vendor is obliged to work closely with Transport Commissioner, Government of Rajasthan's staff, act within its own authority and abide by directives issued by Transport Commissioner, Government Of Rajasthan.
- 5.19.2 The vendor will abide by the job safety measures prevalent in India and will free Transport Commissioner, Government of Rajasthan from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence. The vendor will pay all indemnities arising from such incidents and will not hold Transport Commissioner, Government of Rajasthan responsible or obligated.
- 5.19.3 The vendor is responsible for managing the activities of its personnel or sub - contracted personnel and will hold himself responsible for any misdemeanors.
- 5.19.4 The vendor will treat as confidential all data and information about Transport Commissioner, Government of Rajasthan, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Transport Commissioner, Government of Rajasthan.
- 5.19.5 It shall be the responsibility of the Vendor to abide by the provisions of the labor welfare legislations, like The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, Contract Labor Act, 1970, The Workmen's Compensation Act, 1923 and others similar legislations, rules, and orders as issued from time to time.
- 5.19.6 If desired so the vendor has to submit the proof of monthly payment of remuneration paid to its employees to the Transport Commissioner, Government of Rajasthan e.g. RTGS, NEFT, Bank statement etc as proof of payment made to its employees.
- 5.19.7 The vendor shall at their cost install, maintain and use for all operators at all the transport offices indicated in clause 2.2.1 and 2.2.2 of the RFP. A suitable device to ensure that the requisite number of resources are reporting for their duties on time and there is no impersonation. The vendor shall be obliged to accept the IT solution suggested by the department for this purpose.
- 5.19.8 Free maintenance services including Warranty support shall be provided by the vendor during the contract period without altering the terms.

5.20 Procuring authority/entity Responsibilities

- 5.20.1 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 authority/entity 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.
- 5.20.2 The procuring authority/entity shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.
- 5.20.3 Transport Commissioner, Government Of Rajasthan is solely responsible for providing adequate space at various sites to the vendor. Transport Commissioner, Government Of Rajasthan will designate the installation sites before the scheduled installation date to allow the vendor to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with Transport Commissioner, Government Of Rajasthan so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 15 days after signing of the Contract with Transport Commissioner, Government Of Rajasthan

5.21 Time limit project

The total time limit for the successful implementation of the project as per requirement of Transport Commissioner, Government Of Rajasthan from the date of signing the contract which will be excluding the time required for approvals for the critical intermediate submissions. Time required for approval in normal circumstances may not exceed 20 working days for each such critical deliverables.

| Stages of Project 1) | Maximum time Limit 2) | Cumulative time Limit 3) |
|---|----------------------------------|---|
| Letter of Intent | T | - |
| Signing of Contract and Submission of PBG | T+15 days | |
| Project Initiation Site Preparation Development of Software, commissioning of H/w and other peripheral, Deployment of Manpower | T + 60 days = T1 | 60 days |
| Site inspection & approval | T1+ 15 days | 75 days |

| | | |
|------------------|---|------------------------|
| Operation Period | 5 Years + Extendable up to 2 years based on performance | 5 years and 75 days |
|------------------|---|------------------------|

Note:- The contract shall come into force from signing of the agreement or from such subsequent date as may be decided by the procuring authority. In such a situation the time allowed for project initiation shall commence from the date of signing of agreement or from such subsequent date as decided by the procuring authority under this clause.

5.22 LIQUIDATED DAMAGES

5.22.1 Time is the essence of the contract. Issuance of RC and DL on smart card in all RTO/DTO offices is to be made operational as per the time lines referred at clause 5.21 of the RFP. Therefore the vendor is required to install necessary infrastructure at all locations in the State of Rajasthan as has been mentioned in clause 5.21. Number of Registering Authorities may increase in future and the vendor is bound to install necessary infrastructure in order to Issuance of smart card based vehicle registration certificates and driving licenses as per the scope of work referred at section VI of the RFP.

5.22.2 If necessary infrastructure is not installed or not made operational at any of the RTO/DTO offices in the State of Rajasthan on the date indicated by the Department as per agreement, it would be considered delay in the commencement under the contract. It would result in the recovery of liquidated damages at the rate of Rs. 15,000/- Rupees Fifteen thousand only for each day subject to a maximum of Rs. 15.00 Lac Rupees Fifteen lacs) only. Delay in commencement will not in any case exceed by hundred days 100 days.

5.22.3 For the purpose of Clause 5.22.2, each RTO/DTO office would be considered one unit.

5.23 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 authority/entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum referred at clause 5.22 of the RFP for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction specified in the bidding document and/ or contract. Once the maximum is reached, the Procuring authority/entity 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 authority/entity 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 authority/entity was required to supply them to the supplier of goods or required vendor 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 vendor by the procuring authority/entity 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.
- v 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.
- vi If procuring authority/entity 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.

5.24 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 Performance Bank Guarantee 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 authority/entity 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.

5.25 Force Majeure

- a The vendor shall not be liable for forfeiture of its Performance Bank Guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b For purposes of this Clause, "Force Majeure" means an event 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 authority/entity in writing of such conditions and cause thereof within 3 days of occurrence of such event. Unless otherwise directed by procuring authority/entity, 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 30 days, either party at its option may terminate the contract without any financial repercussion on either side.

In case a Force Majeure situation occurs with the Transport department, the department may take the case with the vendor on similar lines.

5.26 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

5.26.1 Payment Terms and Schedule

- i* The payment to the successful bidder shall be made for each month by the department by 15th day of next month on the basis of number of cards dispatched to the applicants after printing.
- ii* The successful bidder shall submit a monthly statement of number of cards printed and dispatched to the applicants after printing by 5th day of next month.

5.27 SERVICE LEVEL AGREEMENT SLA & PENALTY CLAUSE

The purpose of this Service Level Agreement herei nafter referred to as SLA is to clearly define the levels of service which shall be provided by the Vendor to Transport Commissioner, Government Of Rajasthan for the duration of the contract for providing Operation and Maintenance support against the stated scope of work. Transport Commissioner, Government Of Rajasthan shall regularly review the performance of the services being provided by the Vendor and the effectiveness of this SLA.

5.27.1 Quality Assurance & Warranty

- 5.27.1.1 The bidder will ensure that all smart card deliveries strictly adhere to the specifications as stipulated under relevant sections/ clauses of this tender.
- 5.27.1.2 Bidder has to agree to provide warranty on the supplied smart cards during the duration of the project. The warranty has to be against any manufacturing defect limited to chip, plastic, milling, embedding & SCOSTA OS, defacement because of poor quality.
- 5.27.1.3 During the tenure of the contract, the Transport Commissioner, Government of Rajasthan may send sample cards from the card lot provided by the selected vendor or testing by CIPET, Chennai twice in a year, for the card composition as per SCOSTA guideline by the Transport Commissioner,

Government of Rajasthan, the cost for such testing will have to be borne by the selected vendor.

5.27.1.4 Transport Commissioner, Government Of Rajasthan/RTO/DTO Office/ End User will inform the bidder of smart cards that are incompatible/ faulty and the bidder will be responsible to replace the same at no extra cost to Transport Commissioner, Government Of Rajasthan/RTO/DTO Office /End User during the project duration.

5.27.2 Penalties

The supplying agency / successful bidder shall be paid according to the payment terms defined earlier after making necessary deductions against taxes as well as penalties as mentioned below: -

The reason attributed to non - availability of card will also be accounted for calculation of delay for preparation of card. Vendor shall be required to ensure minimum inventory of smart cards sufficient to cater the demand of 45 days of the entire state .

| Parameter 1) | Availability 2 | Penalty i.e. Deduction 3) |
|---|--|--|
| 1. Delay in Printing and personalization of RC/DL on Smart Card | 1 Within 2 days from the date of electronic approval 2 Delay beyond the 2 days | Nil Rs. 10/- per card per day will be levied as penalty. The maximum penalty per card will be upto actual cost of the card approved by department |
| 2. Delay in dispatch of RC/DL Smart Card | 1 Within 2 days from the date of handover to the Vendor after KMS 2 Delay beyond the 2 days | Nil Rs. 10/- per card per day will be levied as penalty. The maximum penalty per card will be upto actual cost of the card approved by department |

Note:

- J The Vendor will have to develop and provide an application module for generation of reports to track the inventory of cards, no. of cards printed, issued, dispatched etc. along with the monitoring of SLA and calculation of penalties. The access of such application should be provided to the designated officers of the Transport Commissioner, Government of Rajasthan.

The Overall penalty cap during the contract period shall be capped at 10% of monthly invoice value. However if such value of 10% is reached for any three consecutive months during the contract period, then the Transport Commissioner, Government of Rajasthan shall have the right to terminate the contract.

5.28 User Fees

5.28.1 The User Fees shall be paid as specified in clause 3.8 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.

5.28.2 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 authority/entity.

5.28.3 User fee will be exclusive of GST / Taxes. If any fraction of rupees than the rate will be decided on lower side rounding off up to Rs. 5.00.

5.29 Taxes and Duties

Vendor shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to Transport Commissioner, Government of Rajasthan. However, GST in respect of the transaction between Transport Commissioner, Government of Rajasthan shall be paid as per clause 5.28.3.

5.30 Binding Clause

All decisions taken by Transport Commissioner, Government Of Rajasthan regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

5.31 Contract Period

The contract period will be of 5 years. However the Department will take the review on all the activities carried out, performance reports submitted by vendor after the completion of 5 Years and may extend the contract for another 2 years at the same rates. However, the department reserves a right to terminate the contract by sending a notice to the vendor in the events of non - performance, security violations and non - compliance.

5.32 Agreement Amendments

No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and agreement with bidder shall make major additions to the scope and agree for suitable payments.

5.33 MISCELLANEOUS

5.33.1 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.

5.33.2 The Procuring authority/entity, 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) Qualify or not to 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 authority/entity 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.

5.33.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Procuring authority/entity, 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.

5.34 Arbitration

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

5.34.2 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 Government of Rajasthan.

5.34.3 "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

5.35 Legal Jurisdiction

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

SECTION VI : SCOPE OF WORK

6.1 OBJECTIVES OF THE PROJECT

6.1.1 Enhance the citizen convenience by establishing, operating and maintaining citizen friendly system using VAHAN and SARATHI application provided by NIC to the department.

6.1.2 Induce efficiency & effectiveness in Transport Department by

-) Time bound issuance and delivery of documents RCs and DLs to the citizens.
-) Minimizing foot fall of citizens in the office for collecting the documents.
-) Time bound delivery of the documents at door steps of the citizens to cross verify the address provided in the documents by the applicants
-) Effective monitoring of delivery process of documents by department and by citizens himself.
-) Increase transparency in the overall functioning of the department
-) Ensuring on time data & Management Information Services MI S to Department & other enforcement agencies of State
-) Create an integrated information system that would ensure the availability of anytime / anywhere information of services for Citizens.

6.1.3 To achieve these objectives, it is essential that the system should be designed in holistic and comprehensive manner. Any data entered once in VAHAN or SARATHI should be made available as often as necessary to all the department's to use it. This requires seamless integration of software, hardware, networking and IT enabled services which in turn would require adoption of certain best practices.

6.2 SCOPE OF WORK

The scope of work includes supply of SCOSTA compliant cards including printing and personalization of smart cards, providing related infrastructure, supply of manpower, dispatch of smart cards etc. The brief activities to be performed by the vendor are as follows:-

- 1 The vendor shall be required to supply SCOSTA compliant Registration Certificate and Driving License smart cards for all the 54 RTO/DTO offices of the Transport Department as per clause 6.2.1 of the RFP. The list of above offices is at clause 2.2.1 of the RFP. It is clarified that the number of locations may be increased by 25% during the contract period depending on opening of new offices in the department.
- 2 The work of printing and personalization of smart cards shall be carried out in 29 RTO/DTO offices which are presently using web based VAHAN and SARATHI applications at a centralized place located at Jaipur as per clause 6.2.2 of the RFP. The list of such offices where web applications are being used is at clause 2.2.1 of the RFP.
- 3 In the rest of the RTO/DTO offices where non-web-based VAHAN and SARATHI

applications are being used, the work of printing and personalization of smart cards shall be carried out at the local RTO/DTO office for which working space shall be provided by the department however power backup through UPS for timely delivery of services.

- 4 The process related to printing and preparation of card, shall be responsibility of vendor. The vendor shall procure, provide and maintain all hardware, consumable, software and manpower required for printing and preparation of Registration Certificate and Driving Licences on smart card at the centralized printing station and at rest of the locations where non-web VAHAN and SARATHI applications are being used.
- 5 The KMS at the centralized printing station and at other RTO/DTO offices shall be performed under the supervision of Transport Department. The necessary hardware PC & Smartcard reader at centralized printing station and other printing locations shall be provided by the bidder.
- 6 Necessary hardware including web camera, signature pad, desktop computer for capturing biometrics of the applicants to whom driving license is to be issued at all the RTO/DTO offices of the department shall be supplied by the vendor as per the details provided in the clause 6.2.7 of the RFP.
- 7 Adequate manpower for capturing biometrics photo and signature of the applicants to whom licenses are to be issued shall be supplied by the vendor as per the slabs given in the following table:-

| Sr. No. | Number of smart cards issued per day | Minimum Operational Staff | Workstation one set of web camera, Signature Pad and PC |
|---------|--------------------------------------|---------------------------|---|
| 1) | 2) | 3) | 4) |
| 1 | 0-100 | 1 | 1 |
| 2 | 101-200 | 2 | 2 |
| 3 | 201-300 | 3 | 3 |
| 4 | 301-400 | 4 | 4 |
| 5 | 401-500 | 5 | 5 |
| 6 | 501-600 | 6 | 6 |
| 7 | 601-700 | 7 | 7 |
| 8 | 701-800 | 8 | 8 |
| 9 | More than 800 | 10 | 10 |

The details of the licenses issued by the department from various RTO/DTO offices on smart card during the financial year 2016-17 is at table given in clause 2.2.2 of the RFP .

- 8 In addition to the manpower to be provided under serial number 5) of clause 6.2 by the bidder additional deployment of manpower shall also be provided as per the

provisions of clause 6.2.3 of the RFP.

- 9 In those transport offices where the web based VAHAN and SARATHI are rolled out the work of printing and personalization of smart cards shall be carried out at centralized card personalization center.
- 10 The vendor shall provide, print and prepare the envelope for dispatching the smart card along with pre printed paper card jacket carrying a covering letter in a duly sealed envelope at each site where cards are printed and personalized as per clause 6.2.4 of the RFP.

6.2.1 Supply of pre-printed Smart Cards and other conditions:

- 6.2.1.1 Card Specifications – As per design provided by Transport Commissioner, Government of Rajasthan, and designed by NID for the Hologram and the card body should meet Polycarbonate specification. The card material Polycarbonate. This will be tested by CIPET Chennai or any other agency authorized by the department.
- 6.2.1.2 Testing of Smart Cards by NIC.
- 6.2.1.3 The vendor shall be fully responsible for printing and preparing the smart card based RC and DL as per minimum specifications prescribed in **Schedule-A** of the RFP.
- 6.2.1.4 Supply of 64KB SCOSTA smart cards for issuance of registration certificates and driving license in required quantities.
- 6.2.1.5 The vendor shall be responsible for keeping an inventory of minimum 45 days demand of the entire state.
- 6.2.1.6 The design should be compliant to ISO/IEC-7816-1, 2 and 3 international standards smart cards and the SCOSTA specification. Also, the system should have features like encryption/decryption schemes, storage and retrieval of cryptographic information etc. on the smart card operating system as per design specifications. The Layout design of the RC and DL card will be given by the Transport Department, Rajasthan. However in case if the design of the RC/DL card is changed by the Transport Commissioner, Government Of Rajasthan, the cost of re-designing will have to be borne by the vendor.
- 6.2.1.7 Printing and personalization of 64 Kb SCOSTA Smart Card based Registration Certificates and Driving Licences As per guidelines of MoRTH and its revisions from time to time for new, renewal, duplicate, change of address, change/transfer of ownership, change of class etc.
- 6.2.1.8 The vendor should establish a system for the printing, personalization and

dispatch of 64KB SCOSTA smart card based Registration Certificate and Driving Licences including the management & operations, integrated with VAHAN /SARATHI application provided by National Informatics Centre NIC or any other system/application as instructed by Commissioner of Transport, Rajasthan.

6.2.1.9 Supply of consumables for smart card personalization. The vendor shall be responsible for making available all the consumables and any other goods or articles required from time to time for functional operations & issuance of Registration Certificates and Driving Licence.

6.2.2 Centralised card personalization center

In order to form a better & secured document control, a Centralized Card Personalization Centre is proposed, wherein the vendor would print the smart card based Registration Certificates and Driving Licences, The Vendor needs to:-

6.2.2.1 Create facility with adequate space provided by Transport Department at Jaipur, Rajasthan.

6.2.2.2 Create a Highly secured facility for purpose of smart card RC and DL printing, etc.

6.2.2.3 Install and deploy all necessary hardware, furniture's and fixtures for timely printing and personalization of Smart Cards.

6.2.2.4 Biometric based Access Control System for restricted entry and exit, further the service provider will have to maintain a log of the entry and exits made.

6.2.2.5 Redundant Internet Connectivity to access VAHAN and SARATHI data for printing & personalization of the smart card based RC and DL necessary for attaining the timelines provided in RFP.

6.2.2.6 Facility management services of the said premises including Air Conditioning

6.2.2.7 Provision for separate sub meter for Electric consumption duly supported by Power Backup arrangements. The payment of electricity consumed shall be borned by the vendor.

6.2.2.8 Required manpower for the day to day O&M of the centralized card personalization center.

6.2.3 Deployment of necessary Manpower

6.2.3.1 The vendor shall provide and deploy manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.

- 6.2.3.2 The manpower to be deployed under this project should be without any criminal background / record.
- 6.2.3.3 The vendor shall pay fair and reasonable wages to the workmen employed as per Minimum Wages Act, 1948.
- 6.2.3.4 There is no Master and Servant relationship between the employees of the vendor and Transport Department, Government Of Rajasthan, further that the said persons of the successful bidder shall not claim any absorption in the Transport Department, Government of Rajasthan on any ground whatsoever.
- 6.2.3.5 The successful bidder shall not claim any benefit/ compensation/ absorption/ regularization of services of its employees from the Department in any form.
- 6.2.3.6 The vendor's personnel shall not disclose any operational process, technical know - how, security arrangements and administrative/organizational matters without the permission of Transport Commissioner, Government of Rajasthan as all these matters are of confidential/secret nature.
- 6.2.3.7 The vendor will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the Transport Department shall not incur any liability of the successful bidder for any expenditure whatsoever on the persons employed by the successful bidder on account of any such statutory obligation.
- 6.2.3.8 Continued violation of this may lead to termination of contract and forfeiture of Performance Guarantee.

6.2.4 **Packing and dispatching of the smart cards**

- 6.2.4.1 After printing of the Smart Card it shall be dispatched at the address of the registered vehicle owner/ Licence holder by the vendor.
- 6.2.4.2 The vendor shall be responsible for **providing, printing and preparing the envelop for dispatching, the smart card along with pre-printed paper card jacket carrying a covering letter in a duly sealed envelope.**
- 6.2.4.3 The vendor shall take utmost care to ensure that no mismatch in the address printed on the smart card and the address printed on the envelop/covering letter takes place in the dispatch of smart cards. **The packed envelops shall be delivered through the Post and Telegraph Department using its speed post service** and where speed post facility is not available through registered post of Post and Telegraph Department to ensure the delivery of the smart card by the vendor. All processes in this regards shall be the responsibility of vendor.

- 6.2.4.4 The bidder shall maintain complete record of all the cards dispatch on daily basis. The vendor shall also be required to keep the evidence of delivery of smart cards to the concerned smart card holders. The department may require the vendor to furnish the evidence of delivery where a complaint regarding non receipt of smart card is received by the department. The envelop received undelivered shall be recorded by the Vendor. Vendor will collect undelivered smart cards and shall subsequently dispatch these cards immediately to the concerned RTO/DTO office through speed post in the manner referred in this clause. However in those cases where the smart cards are dispatched from RTO/DTO office and are received undelivered the cards shall be handed over to the concerned RTO/DTO.
- 6.2.4.5 The bidder shall procure and maintain all hardware and software and manpower relating to packing and dispatching of the cards.
- 6.2.4.6 Packed cover/envelop unique dispatch number will recorded in software.
- 6.2.4.7 Dispatched smart card list will be generated in excel file from software.
- 6.2.4.8 Packed cover/envelop and excel/softcopy file will be handed over to the postal department for Speed post
- 6.2.5 The Vendor shall make the module for complete record of inventory i.e. blank cards, printing and dispatching of the card and make available to the Transport Commissioner, Government Of Rajasthan in such format given by Transport Commissioner, Government Of Rajasthan. The Vendor shall also be responsible for disseminating information regarding approval of card received by them and dispatch of the smart card based RC/DL to the owner/applicant. The Vendor shall make all endeavors to see that the process is error free and further the objective of citizen centric services of Transport Commissioner, Government Of Rajasthan is met.

Section VII

7.1 Appeals

7.1.1 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.

7.1.2 The officer to whom an appeal is filed under clause 7.1 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.

7.1.3 If the officer designated under clause 7.1 above fails to dispose of the appeal filed under that sub-section within the period specified in clause 7.1.1 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 Transport Commissioner, Government of Rajasthan in this behalf within 15 days from the expiry of the period specified in clause 7.1.1 above or of the date of receipt of the order passed under clause 7.1.1 above, as the case may be.

7.1.4 The officer or authority to which an appeal is filed under clause 7.1.2 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:

7.1.5 The officer or authority to which an appeal may be filed under clause 7.1 or clause 7.1.2 above shall be : First Appellate Authority: Joint Secretary, Transport, GoR

Second Appellate Authority: Transport Commissioner, GoR

7.1.6 Form of Appeal:

7.1.6.1 Every appeal under clause 7.1 and clause 7.1.2 above shall be as per **Appendix- XII** along with as many copies as there are respondents in the appeal.

7.1.6.2 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.

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.

7.1.7 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.

7.1.8 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 Debarment from Bidding

7.6.1 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.

7.6.2 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.

7.6.3 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.

7.6.4 Where the entire EMD 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.

7.6.5 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.

Schedule A: Minimum Technical Specification

Below are the minimum specifications of the equipment's required for the implementation of the project.

| Item Name 1 | Minimum Specifications 2 |
|------------------------------------|---|
| SMART CARDS | <ul style="list-style-type: none">) Microprocessor based Integrated Circuits card with contacts and with a minimum of 64 KB EEPROM Compliant with ISO/IEC 7816-1, 2 & 3) Supply voltage 3 V -nominal) Compliant to SCOSTA v1.2b dated March 15, 2002 and amended from time to time, as may be prevailing from time to time approved by NIC. The certificate for same must be attached along with compliance certificate or assurance to get the new SCOST A certificate as per Notice. number31 / SCOSTA / SKS / 07, DATED 08.05.2007) Protocol T=0 or T=1) Data retention min. 10 years data retention The Card should be with a hologram and a pre printed card sr. number and the approved art work by the CoT) Minimum 3,00,000 EEPROM write cycles.) Operating ambient temperature range -25 to + 55 Degree Celsius.) Card Material - Polycarbonate .) Smart Cards must have data objects for card sequence number Tag 5F34 and cards primary account no TAG SA at the MF level as per ISO 7816-6. Once programmed these data objects cannot be changed. |
| SMART CARD PERSONALIZATION PRINTER | <ul style="list-style-type: none">) Print process: Laser engraved) Photo Resolution: Laser engraved mono photograph 800 dpi)) Capable of Edge to Edge printing Having card input hopper and in built cleaning system) Capable of printing and personalization of smart card electronically) Personalization in single pass Smart card encoder within the printer should be PC/SC, ISO 7816 complaint, support 3V chip card with T= 0 and T=1 Protocol |

| | |
|-------------------|---|
| Security Feature | <ul style="list-style-type: none"> a. One of the colour to be used for fine line geometric pattern or guilloche pattern b. One additional UV fluorescing colour visible only under UV light sources c. One or more micro-printed text features with intentional error d. Fine line/special raster variable line widths e. Personalized security features <ul style="list-style-type: none"> i Laser engraved demographic information ii Laser engraved portrait grayscale in 800 DPI iii Laser engraved "ghost" portrait. iv Laser engraved tactile features for demographic elements. v The body must have a transparent window wherein laser coding/engraving may be done for either the portrait or any logo/monogram so decided by the department vi Machine readable QR code |
| SMART CARD READER | PC/SC ISO 7816 compliant, support 3V chip card with T=0 and T=1 protocol, Serial/USB Port. Preferably readers should support PC/SC drives and OCF |

Appendix-I
Covering Letter Comprising the Technical Bid

Refer Sr. no. 1 of table at Clause 3.7

Dated:

To,

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

Subject: BID for selection of bidder for issuance of smart card based vehicle registration certificate and driving license.

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 3.18 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 3.18 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 satisfies the Net Worth criteria and meets 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 commit that the Lead Member shall hold a minimum equity stake of 60% or more in the consortium and the other member shall hold 40% or in any case not less than 15% in the consortium and shall further commit that the percentage of 75 and balance percentage of the other member of consortium combined making total to 100%;
- b 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

15. The Statement of Legal Capacity as per format provided at **Appendix-VI** 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. We certify that in terms of the RFP, my/ our Net worth is Rs.....Rupees.....in words.

21. I/ We have offered a EMD of Rs. 300 Lakh Three Hundred Lakh to Transport Commissioner, Government of Rajasthan, in accordance with the RFP Document. The EMD in the form of a Demand Draft/ Bankers cheque *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 user fees 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

Refer Sr. No. 14 of table at clause 3.7, 3.11.2 and clause 3.11.4

1.
 - a Name:
 - b Country of incorporation is India:
 - c Address of the corporate headquarters and its branch offices, 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:
 - f E-mail address
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 Clause 3.11 and appendix V of the RFP 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 3.7 and clause 3.11.4} | Percentage of equity in the Consortium |
|----------------|-------------------------------|---|---|
| 1 | 2 | 3 | 4 |
| 1. | | | |
| 2. | | | |

* The role and responsibility of each Member, as may be determined by the Bidder, should be indicated in above table (attach extra slots if necessary)

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 serial number 15 of Clause 3.7

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 an 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 **selection of vendor for issuance of smart card based vehicle registration certificate and driving license** proposed by the Transport Department, Government of Rajasthan the " **Procuring entity/Authority**" includ ing 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 executants 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 Serial number 16 of Clause 3.7 and 3.11.3

Whereas the Transport Commissioner, Government of Rajasthan "the Procuring entity/Authority"), has invited Bids from interested parties for the **selection of vendor for issuance of smart card based vehicle registration certificate and driving license.**

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 executants 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

Refer serial number 4, 17 of Clause 3.7, clause 3.11 and clause 3.11.6

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, 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 **selection of vendor for issuance of smart card based vehicle registration certificate and driving license.**

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. 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.;

b Party of the Second Part shall be the Technical Member of the Consortium or shall perform following roles & responsibilities;

- i
- ii to be filled if required

4. 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.

5. Shareholding of the Consortium

The Parties agree that the proportion of shareholding among the Parties in the JV/Consortium shall be as follows:

First Party:

Second Party:

- i commit that the Lead Member shall hold a minimum equity stake of 60% or more in the consortium and the other member shall hold 40% or in any case not less than 15% in the consortium and shall further commit that the percentage of 60 and balance percentage of the other member of consortium combined making total to 100%;
- ii 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. 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.

6. 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 EMD by Transport Commissioner, Government of Rajasthan to the Bidder, as the case may be.

7. 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:

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

Signature
Name
Designation
Address

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 executants 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
Statement of Legal Authority
Refer at Sr. no. 18 of clause 3.7

To be forwarded on the letterhead of the Bidder

Ref.

Date:

To

The Transport Commissioner,
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

Signature

Name
Designation
Address

Name
Designation
Address

In the presence of:

1.

2.

* *Please strike out whichever is not applicable.*

Appendix -VII

Financial Capacity of the Bidder

Refer to Clauses 3.7 of the RFP

In Indian Rs. crore

| Name of the Bidder 1 | Turnover | | | | Net Worth |
|----------------------------|------------------------|------------------------|------------------------|---|--|
| | Year 1 2014-15 2 | Year 2 2015-16 3 | Year 3 2016-17 4 | Average Annual Turnover for last three years 5 | Networth for last year 2016-17 6 |
| 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 3.7. 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:

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

2. 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.

3. The Bidder shall also provide the name and address of the Bankers to the Bidder.
4. 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. 17 of the table in Clause 3.7 of the RFP document.
5. 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 as provided in clause 3.7 of the RFP.
6. 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

Letter Comprising the Financial Proposal

Clause 3.8

Dated:

To,

The Transport Commissioner,
Government of Rajasthan,
Parivahan Bhawan, Sahkar Marg,
Jaipur-302 005 Rajasthan.

Subject: Bid for selection of vendor for issuance of smart card based vehicle registration certificate and driving license.

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, 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 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 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.
14. 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.

15. 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.
16. 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.
17. The "user fees" 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.
18. I agree and undertake to abide by all the terms and conditions of the RFP document.
19. I shall keep this offer valid for 180 one hundred and eighty days from the Bid Due Date specified in the RFP.
20. I/We hereby submit "user fees" for the execution of the project and is as under;

Financial Bid Format

| Sl. | Service Delivery | "user fees per card" In Indian Rupees |
|-----|--|--|
| 1 | 2 | 3 |
| 1 | *Price for 64KB SCOSTA Smart Card supply, printing & personalization and delivery of SCOSTA cards to the individual owner of vehicles and to driving license holder. In Rs. excluding all Taxes as per scope of work mentioned in RFP. | In Figures _____ In _____ words |

Note: *

-) The above price shall include all activities mentioned in the scope of work, Annual Maintenance Contract of all supplied Hardware by selected bidder, Development of Integration S/W, Salary of manpower, Administrative Charges of Manpower, Charges of SCOSTA card etc. including supply of SCOSTA card, printing & personalization of card and delivering of cards to the individual persons
-) In the above format the "user fees" shall be proposed by the bidder for issuance of each smart card. This rate shall be common for all sites referred in the RFP.
-) 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 – IX
Bank Guarantee for Bid Security

Clause 3.15

B.G. No.

Dated:

1. In consideration of you, Transport Commissioner, Government of Rajasthan ("Concessing 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 the selection of vendor for issuance of smart card based vehicle registration certificate and driving licenses with state of Rajasthan. In pursuant to the RFP Document Issued in respect of the selection of the vendor for this 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 with reference to Clause 3.15 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 –X
Refer Clause 4.17
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 Transport Commissioner,
Transport Department, Government of Rajasthan
Jaipur

Dear Sir,

Performance Bank Guarantee as per RFP for the **selection of vendor for issuance of smart card based vehicle registration certificate and driving license** with state of Rajasthan, Commissioner Transport Department, Government of Rajasthan.

WHEREAS

M/s. <<name of Successful Bidder>> , a company registered under the Companies Act, 1956/2013, 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 and assigns, agreed to enter into a Contract dated.....herein after, referred to as “Contract” with Transport Department Commissioner, Government of Rajasthan in the said contract.

We are aware of the fact that as per the terms of the contract, M/s. name of Successful 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. 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 for a period of 60 days beyond the completion of concession/contract period from the date of signing of the contract or from such date as may be decided by the Transport Department, 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.

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 or from such date as may be decided by Transport Department; 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 provided by the above company <<name of successful bidder company>> a company registered under the Companies Act 1956/2017 and corporate office at <<address of successful bidder company>>.

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:
Refer Clause 4.18

DRAFT CONTRACT AGREEMENT FORMAT {to be mutually signed by successful 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 Government of Rajasthan is desirous of appointing an agency for **selection of vendor for issuance of smart card based vehicle registration certificate and driving license** 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, clarifications issued from time to time during the bid process, 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 make the payment to the vendor in the manner specified in the RFP document.

3. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources manpower etc. shall be effected from the date of signing of agreement _____ 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, It would result in the recovery of liquidated damages at the rate of Rs. 15,000/- Rupees Fifteen thousand) only for each day subject to a maximum of Rs. 15.00 Lac Rupees Fifteen lacs only. Delay in commencement will not in any case exceed by hundred days 100 days. For the purpose of liquid damages, each RTO/DTO office would be considered one unit.

4.1 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 as provided in the RFP.

4.2 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 5.27 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:

Authorized Signatory

TRANSPORT DEPARTMENT

In the presence of:

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 respondents:

- 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