

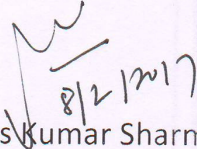
Government of Rajasthan
Transport Department

No. F12(11) Pari/ADTT&MB/2014/Part II

Jaipur, Date:- 08.02.2017

Subject:- Suggestions from the general public/prospective bidders on the draft RFP of Transport Department relating to Automation of Driving Test Centers for 2-Wheelers and 3/4 Wheelers at 12 sites on PPP mode

With reference to the above subject the fresh draft RFP of Transport Department relating to Automation of Driving Test Centers for 2-Wheelers and 3/4 Wheelers at 12 sites on PPP mode is being hosted on the website. General public and prospective bidders are requested to go through the draft RFP and provide their invaluable suggestions within a period of 15 days from the uploading of draft RFP. The suggestions may be submitted on email addl.it.tdr@rajasthan.gov.in.


(Hans Kumar Sharma)

Addl. Transport Commissioner (IT)

GOVERNMENT OF RAJASTHAN

TRANSPORT DEPARTMENT

AUTOMATION OF DRIVING TEST TRACK CENTRES FOR 2-WHEELERS AND 3/4-WHEELERS ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS IN THE STATE OF RAJASTHAN

(NATIONAL COMPETITIVE BIDDING)

2017

DRAFT OF THE REQUEST FOR PROPOSAL

ISSUED BY:

Government of Rajasthan,

Transport Department

Bid Document

Request For Proposal (RFP)

Disclaimer

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

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

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

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

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

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

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

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

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

Invitation for Proposal

GOVERNMENT OF RAJASTHAN TRANSPORT DEPARTMENT

1. INTRODUCTION

1.1 Background

- 1.1.1 The Department of Transport, Government of Rajasthan functions under the provisions of section 213 of Motor Vehicles Act, 1988 and is primarily established for enforcement of the provisions of Motor Vehicles Act, 1988, Rajasthan Motor Vehicles Taxation Act, 1951 and the rules framed under these two Acts. In order (i) to improve the knowledge regarding the traffic rules; (ii) to strengthen the process of issuance of Driving License via conducting driving tests in a transparent manner; (iii) to improve the quality and safety of services to the citizens; (iv) to reduce the waiting time and improve the issuance process of Driving License; (v) and to infuse transparent and unbiased evaluation of the Driving Test, Department of Transport, Government of Rajasthan (GoR) has appointed CIRT, Pune as consultant for issuance of RFP for the selection of a bidder for development, operation and maintenance of Driving Test Tracks Centres for 2-Wheelers and 3/4-Wheelers. The Government of Rajasthan, in its executive capacity represented by the Principle Secretary to Government of Rajasthan, Department of Transport (herein after referred as "Concessioning Authority"), has decided to execute the above project in two parts. Part I shall include the entire civil work of construction of the tracks along with related infrastructure i.e. construction of administrative block, public utilities, Horticulture, landscaping of the site etc. this work shall be taken up by Rajasthan State Road Development Corporation (RSRDC). Part II shall include the automation of the driving tracks which shall include development, design, construction (excluding work to be done by RSRDC) operation and maintenance of Automated Innovative Driving Test System (IDTS) based Automated Driving Test Tracks at the 12 Centres for 2-Wheelers and 3/4-Wheelers in the State of Rajasthan" through Public Private Partnership (the "PPP") on Build, Own, Operate and Transfer (the "BOOT") basis, and has decided to carry out the bidding process with the assistance of CIRT, Pune for selection of an entity as the Bidder to whom the Project may be awarded. For part I separate MoU is being signed with RSRDC whereas for Part II this RFP is being floated for selection of the bidder on PPP mode.

1.2 Brief particulars of the Project are as follows:

- 1.2.1. The Automated Innovative Driving Test System (IDTS) for 2-Wheelers and 3/4-Wheelers are proposed to be automated at the locations (12 nos.) detailed out in Clause 1.2.4, as per Drawings, Standards and Specifications.
- 1.2.2. IDTS is a system which ensures supply of customised software and hardware for evaluating driving skills of an applicant using Image Video Analytics. This is a unique innovative system being designed and developed using camera which enables testing of driving skills of drivers without human intervention. The system save and retrieves the history of all test conducted for the candidate. A computer graphical printout can be given to the candidate which gives information such as Standard Direction, Reverse, Stopping, Vehicle Moving out of the track, test duration and speed etc which is not possible in manual system.
- 1.2.3 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the Concession Agreement (the "**Concessionaire**") shall be responsible for designing, engineering, financing, procurement, development, (except for the civil construction work which includes

the construction of test tracks, administrative building, boundary wall and campus lighting), operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the "**Concession Agreement**") to be entered into amongst the Concessionaire and the Concessioneing Authority in the form provided by the Concessioneing Authority as part of the Bidding Documents pursuant hereto.

1.2.4 Brief Scope of Work

The Concessioneing Authority has decided to develop Innovative Driving Test System (IDTS) based Automated Driving Test Track Centres for 2-Wheelers and 3/4 Wheelers at below mentioned 12"(Twelve) locations (hereinafter referred as "Project Site/s") in the State of Rajasthan.

Following table presents the list of 12 (Twelve) locations of Regional Transport Offices of the State of Rajasthan. Jaipur and Jodhpur shall have two tracks for 2 wheeler and 3/4 wheeler each where as at rest of the sites there shall be one track for 2 wheeler and 3/4 wheeler. All these locations have been selected for the establishment of the Driving Test Tracks Centres or any other location to be decided later.

Sr. No.	District	Name of the office	Number of 2W, 3W/LMV track
1	Jaipur	Regional Transport Office, Jaipur, Jagatpura	2
2	Dausa	Regional Transport Office, Dausa	1
3	Sikar	Regional Transport Office, Sikar	1
4	Alwar	Regional Transport Office, Alwar	1
5	Bharatpur	Regional Transport Office, Bharatpur	1
6	Ajmer	Regional Transport Office, Ajmer	1
7	Jodhpur	Regional Transport Office, Jodhpur	2
8	Pali	Regional Transport Office, Pali	1
9	Udaipur	Regional Transport Office, Udaipur	1
10	Chittorgarh	Regional Transport Office, Chittorgarh	1
11	Kota	Regional Transport Office, Kota	1
12	Bikaner	Regional Transport Office, Bikaner	1
	Total		14

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

- (i) To install a complete set up to conduct automated electronic Driving Tests, at each Project Site, for providing on-the-spot grading of **a driver's skill and knowledge**;
- (ii) To upgrade the following, at each Project Site:
 - (a) Control Room (along with the counters/room/ workstations required for providing services to the Users) within the Administrative Building with installation of necessary equipments/ infrastructure (if any) including hardware and software etc;
 - (b) Installation of requisite number of CCTV cameras for recording and monitoring of driving test;
 - (c) Installation of video camera based technology with inbuilt application to capture the driving test and generate statistical report.
 - (d) Installation of requisite monitors to examine the driving skill of the applicant for Driving licence while on the test tracks; and
 - (e) Providing of necessary services including standby diesel generating sets/ UPS of adequate capacity etc.
- (iii) To provide a complete setup for software development, IT infrastructure including hardware and software and connectivity of such minimum specifications for such automated system.
- (iv) To provide requisite manpower including security personals, at each Project Site;

- (v) To conduct driving tests of the Users, at each Project Site, prepare the report/ testing result and submission of the report/ testing result to the Authorised Personal of the Concessioning Authority;
- (vi) To collect requisite User Fee from the Users for conducting the Driving Tests; and
- (vii) To operate and maintain the Project Sites as per Standards and Specifications.
- (viii) To generate MIS reports for the department at such regular intervals as directed by the Transport Department
- (ix) Test working days Monday to Friday 09.00 to 18.00 hrs and also on such holidays as directed by the Concessioning Authority.

Note: In case, at any time during the subsistence of the Concession Period, the Concessioning Authority decides to increase the number of sites (which in no case shall be more than a total of 51), for conducting Automated Driving Tests of 2-Wheelers and 3/4 Wheelers, the cost w.r.t the construction of complete infrastructure (i.e. civil cost of construction of test tracks, office space/ Administrative building etc in all respect), shall be borne by the Concessioning Authority. However, with regard to any additional Driving Test Track, the Concessionaire shall be required to provide necessary equipment for the intended purpose, IT Infrastructure, software and hardware system, appoint requisite manpower and thereby, conduct the driving tests and related operation and maintenance thereof and thereupon, collect the applicable User Fees.

- 1.2.5 The assessment of actual costs w.r.t the designing, engineering, financing, procurement and upgradation of the Control Room, installation of equipments, software development and IT Infrastructure including hardware and software, services (except test tracks, administrative building, boundary wall, campus lighting etc); operation and maintenance of the Project, however, will have to be made by the Bidder. The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession" As part of the Bidding Document, the Concessioning Authority will provide a draft Concession Agreement (enclosed).
- 1.2.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Concessioning Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Concessioning Authority.

- 1.2.8 The Concessioneing Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Concessioneing Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for Bids (the "**Bid Due Date**"). The Bids shall be valid for a period of not less than 120 days (one hundred twenty days) from the date specified in Clause 1.4 for submission of ~~ds~~ (the "**Bid Due Date**").

1.3 Brief description of Bidding Process

- 1.3.1 The Concessioneing Authority has adopted a single stage process (referred to as the "**Bidding**") as specified in Section 2 for selection of the bidder for award of the Project. The first step shall include evaluation of the Technical Proposals to qualify the interested parties who made the Bid in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second step shall refer to evaluation of Financial Proposals of the technically qualified Bidders. The Bidder shall pay to Transport Commissioner, Government of Rajasthan, a sum of Rs. 10,000 (Rupees Ten Thousand only) in the form of Pay Order or Demand draft in favour of "**Transport Commissioner, Government of Rajasthan**" payable at Jaipur as the cost of the Bidding Process and Bidding Documents.
- 1.3.2 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 25 Lakh (Rupees Twenty Five Lakh) (the "**Bid Security**"), refundable no later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft in favour of "**Transport Commissioner, Government of Rajasthan,**" payable at Jaipur or a bank guarantee acceptable to Transport Commissioner, Government of Rajasthan in the format at Appendix-IV, and in such event, the validity period of the demand draft shall not be less than 90 days (and further extendable to 90 days) or bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, as the case may be and may be extended as may be mutually agreed between Transport Commissioner, Government of Rajasthan and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.3.3 The Bidders would be required to furnish all the information specified in this RFP. The Bidders shall be qualified and short-listed on the basis of evaluation of Technical Proposal. The Financial Proposals shall be opened in respect of Bidders who are found technically qualified by the Concessioneing Authority.
- 1.3.4 The Bids are invited for the Project on the basis of the offer to quote the Concessionaire's Share in User Fee (hereinafter referred as "Concessionaire's Share in User Fee"), to be charged from the Users, for conducting the driving tests for 2-Wheeler and 3/4-Wheeler. The Bidder shall quote bid price for the test of 2 Wheeler only. However, the Concessionaire's Share in User Fee for conducting Driving Tests for 3/4

Wheelers and both type of vehicles (2-Wheeler and 3/4-Wheeler) shall be computed based on the below mentioned formula:

- Driving test for 2-Wheelers=Rs 'A' per testing (as quoted by bidder)
The bidder quoting for 'A' in Indian National Rupee
- 'A' will be denoted for 2 Wheeler vehicles. 'A' should be provided by the bidder in Indian National Rupee.
Service delivery charges for conducting Driving Tests for different type of vehicles (2-Wheeler and 3 & 4-Wheeler) shall be computed based on the below mentioned formula:
- Driving test for 3 Wheeler-'B'=Rs 'A' + 40 Rs. per test
- Driving test for 2 Wheelers 3/4 Wheeler-'B'=Rs 'A' +80 Rs per test

The Bidders are requested to quote up to 2 decimal figures.

Illustration:

If the Bidder quotes Concessionaire's Share in User Fee of Rs 100 for 2-Wheeler then the applicable Concessionaire's Share in User Fee for various categories of Driving Test, shall be as under:

- Driving test for 2-Wheeler = Rs 100 per testing
- Driving test for 3-Wheelers = Rs 140 per testing
- Driving test for 2-Wheeler and 3/4 Wheelers = Rs 180 per testing

After considering the mandatory Government Fee (as stipulated in the Motor Vehicle Act), the Government shall fix/ notify the User Fee to be charged from the Users for different categories of vehicles.

Here, the Concessionaire shall collect the fees, from the Applicant for Driving Test (User/Applicant), the notified amount "User Fee" and distribute the amount under following heads:

- (i) Government Fee (as per the Motor Vehicle Act);
- (ii) Concessionaire Share in User Fee, to be retained by Concessionaire (as quoted by the Successful Bidder and duly accepted by the Government);

(For Payment purpose the amount shall be rounded off to nearest Rs 1.00)

It is to be noted here that the Concessioning Authority may fix an amount over and above the fee quoted by the Bidder, considering the Government Fee (as stipulated in the Motor Vehicle Act) and the share of **Transport Commissioner, Government of Rajasthan** (for the initial investment made on the construction of Driving Test Tracks Centres and administrative charges) (hereinafter referred as **User Fee**).

1.3.5 The concession period is pre-determined and shall be 10 years.

1.3.6 The Concessionaire shall be entitled to levy and charge a pre-determined User Fee, as provided in Schedule-R of the draft Concession Agreement, from the Users of the Project. The Concessionaire's Share in User Fee shall be increased as per provisions of Schedule-R appended to the Concession Agreement.

1.3.7 Further and other details of the process to be followed and terms thereof are set out in this RFP.

1.3.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/communications shall clearly bear the following identification/ title:

1.4 Schedule of Bidding Process

The Concessioneing Authority shall endeavor to adhere to the following schedule:

Event Description	Date
(1) Sale of Bid Documents	
(2) Last date for receiving queries	
(3) Pre-Bid Conference	
(4) Government response to queries latest by	
(5) Bid Due Date	
a. On-line submission of Bid (Cover-1 & Cover-2) -	
b. Submission of Bid (physical form) (Cover-1 & Cover-2) -	
Note: For participation in the e-tendering process the Bidders need to register themselves on eproc.rajasthan.gov.in . On registration they shall be provided with a User ID and a system generated password enabling them to submit their bid along with Digital System Certificate (DSC).	
Bids have to be submitted both 'on-line' and 'in physical form', latest by the dates as specified above, and as per procedure laid down in Section 2	
Bids without digital signatures will not be accepted by the Electronic tendering system. No Bid will be accepted only in physical form and in case it has been submitted only in the physical form it shall be rejected summarily.	
(6) Opening of Technical Proposal	
(7) Announcement of short-listed Bidders	
(8) Opening of Financial Proposals	
(9) Letter of Award (LOA)	
(10) Submission of Performance Security to Transport Commissioner, Government of Rajasthan	
(11) Validity of Bids	
(12) Signing of Concession Agreement	

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bids

- 2.1.1 The Government wishes to receive Bids comprising of "Technical Proposal" and "Financial Proposal". Bids have to be submitted both 'on-line' and 'in physical form', latest by the dates as specified in clause 1.4. Bidders shall be qualified if they fulfil all the conditions prescribed in the technical criteria of the bid. The technically qualified bidder shall be informed through e-mail, fax or telephonically.
- 2.1.2 Subsequently "Financial Proposal" of qualified Bidders shall be opened and evaluated pursuant to provisions of Section 3.
- 2.1.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Concessioneering Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.1.4 For participation in the e-tendering process the Bidders need to register themselves on <http://eproc.rajasthan.gov.in>. On registration they shall be provided with a User ID and a system generated password enabling them to submit their bid along with Digital System Certificate (DSC).

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their qualification/short-listing hereunder, the Bidder shall be required to qualify through following two Steps:

Step I: Pre-Qualification Criteria

The prospective bidders shall be required to fulfill the following criteria:

- (i) The Bidder for qualification/short-listing may be a single entity or group of entities not more than two (the "**consortium**"), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term "Bidder" used herein would apply to both a single entity and a consortium. The Bidder should be a company registered under Indian Companies Act, 1956 or combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. The bidder (both the lead Bidder and consortium partner in case of consortium) must be engaged in the e-governance/multi location IT related activities/ services/development/ Operation and maintenance of Automated Driving Test Track systems for at least last five years preceding the bid due date.
- (ii) A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.4 below.
- (iii) The bidder (lead bidder in case of consortium) should be registered with the Service

Tax or Central Excise Department in the range of bidder's operations and carry a valid PAN from the Income tax department.

- (iv) The bidder (lead bidder in case of consortium) must have minimum average annual turnover of Rs. 150 (One Hundred and Fifty) Crore for each of the last or latest three audited financial years (2013-14, 2014-15, 2015-16). In case of a consortium, the consortium partner (other than the lead bidder) should have an average turnover of Rs. 10 Crore in the last or latest 3 (three) audited financial (2013-14, 2014-15, 2015-16) years. In case the audited accounts for F.Y 2015-16 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted clearly mentioning the turnover for the said financial year.
- (v) The bidder (lead bidder in case of consortium) should have average positive net worth of at least Rs. 1 (One) Crore for each of the last or latest three audited financial years (2013-14, 2014-15, 2015-16). In case the audited accounts for F.Y 2015-16 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted clearly mentioning the network for the said financial year. Net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted from the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- (vi) The Bidder (either of the consortium partner) should have at least 100 (hundred) employees on its payroll as on 31.03.2016.
- (vii) The Bidder (lead either of the consortium partner) should have at least one certification (ISO 9001:2008 certification/ ISO 27001/ CMMI level 3 quality certification).
- (viii) The Bidder (either of the consortium partner) shall have experience of execution of at least one e-Governance/multi-location IT related services/development or operation and maintenance of Automated Driving Track System/project providing end-to-end solutions (minimum 10 service delivery locations for each project) on BOO (Built, Own, Operate) or BOOT (Built, Own, Operate and Transfer) basis in the e-Governance domain in last 3 financial years in any of the State Governments/Central Government/ UT of India preceding the bid due date.
- (ix) The Bidder (either of the consortium partner) should preferably have experience in implementation and operations of IT projects using Biometrics capture and matching / authentication.

- (x) The Bidder (either of the consortium partner) preferably should have experience in development, implementation and management of payment of fees using a bank /aggregator's payment gateway integration in any of the State Governments/ UT of India.
- (xi) The Bidder (lead bidder in case of consortium) should have a support office in Jaipur. If not present, the bidder should establish the same within 30 days from the date of issuance of LOA. A self certification to this regard should be submitted along with the bid.
- (xii) The Bidder shall not be under a declaration of ineligibility/ banned/ black listed by any state or central government in India for corrupt or fraudulent practices in last three years from date of submission of bid. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid.
- (xiii) A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Consortium Member; and the penalty or bar or termination or expel subsists as on the date of the Bid, will not be eligible to submit the Bid.
- (xiv) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Government in relation to the Project is engaged by the Bidder or its Member, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium or as otherwise specified.

- (xv) The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) the Bidder or its Member and any other Bidder or its Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Member, as the case may be) in the other Bidder or its Member is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, or any Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder or any Member thereof has a relationship with another Bidder, or any Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
 - (f) such Bidder, or any Member thereof has participated as a consultant to the Government in the preparation of any documents, design or technical specifications of the Project.

Note: The Bidders are required to mandatorily qualify the above stated Pre-Qualification Criteria and thereupon, shall be eligible for further evaluation and technically scoring.

Step II: Criteria for Evaluation (Technical Proposal Evaluation Criteria)

The Bids, qualifying the Pre-Qualification Criteria, shall be evaluated/ scored based on the following evaluation matrix:

TECHNICAL EVALUATION

Sl. No.	CRITERIA	MARKS	Maximum Marks	Documents Required
1	The Bidder (lead bidder in case of consortium) must have minimum average annual turnover of Rs. 150 (One Hundred and Fifty) Crore for each of the last three audited financial years (2013-14, 2014-15, 2015- 16). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the latest 3 (three) audited financial (2013-14, 2014-15, 2015-16) years		20	Certificate(s) from its statutory auditors specifying the turnover of the Bidder, at the close of the last three financial years. In case the audited accounts for F.Y 2015-16 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted clearly mentioning the turnover for the said financial year.
2	The Bidder (either of the consortium partner) shall have experience of execution of at least one *multi-location IT related services/development or operation and management of automated driving track system or e-Governance project providing end-to-end solutions (minimum 10 service delivery locations for each project) on BOO (Built, Own, Operate) / BOOT (Built, Own, Operate and Transfer) basis in any of the State Government/Central Government/UT(s) in last 3		20	Experience Certificate for the Projects which have been completed along with the Completion Certificate issued by the concerned client(s) or satisfactorily working Certificate(s) wherein it is mentioned that the end to end solutions under BOO / BOOT have been implemented successfully and is operational in all respect issued by a authorized officer of the Department
3	The Bidder (either of the consortium partner) should have at least 100 IT professional employees on its payroll as on 31.03.2016.		5	Copy of Provident Fund or Employees State Insurance (ESI) payment challan for last three months (from the date of RFP response submission) with Name and PF or ESI number of each of the employee.

4	The Bidder (either of the consortium partner) should have experience in implementation and operations of IT projects using Biometrics capture and matching/ authentication for any PSU/ State/Central Government/ UT Government in India		5	Experience Certificate for the Projects for which Biometrics capture and matching/authentication has been completed and operational in all respect from concerned client(s) or satisfactorily working Certificate(s) issued by an authorized officer of the Department
5	The Bidder (either of the consortium partner) should have experience in development, implementation and operations of IT projects using payment of fees using a bank / aggregator's payment gateway integration in any of the State Governments/ UT of India.		10	Experience Certificate for the Projects for which payment of fees using Bank/ Aggregator's payment gateway has been completed and operational in all respect from concerned client(s) or satisfactorily working Certificate(s) issued by an authorized officer of the Department
6	The bidder (either of the consortium partner) must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008, CMMI level III, ISO 27001		10	Copy of relevant Certificates

Note:

- (i) *By the term Multi-Location e-governance project, it is meant a project having minimum 10 locations, where e-governance project was executed/ implemented providing end-to-end solutions.
- (ii) The Technical Member shall be required to meet the technical capability and the Financial Member shall be required to meet the financial capability;
- (iii) The bidder shall be required to obtain minimum 60 (sixty) marks as per the above matrix and thereupon, shall be considered technically qualified/ suitable for the Project and be eligible for the next round of evaluation i.e. Financial Proposal Evaluation.
- (iv) In case of a Consortium, both Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that the Technical Member shall, for the entire Concession Period, hold equity share capital not less than 49% (forty nine percent) of the subscribed and paid up equity of the SPV and the Financial Member shall, for the entire Concession period, hold equity share capital of not less than 26% (twenty six percent) of the subscribed and paid up equity of the SPV.
- (v) The compliance of minimum specification of IDTS components is mandatory.

2.2.2 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

Sl.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity/ Company Registration	The bidder (both the lead partner and consortium partner in case of consortium) must be registered under the Indian Companies Act, 1956, engaged in the IT related activities / services for at least last five years and in providing IT enabled "over the counter" or backend support services for at least last five years. Company's Articles of Association, Memorandum of Association, and last three years balance sheet along with profit & loss account of the bidder(s) must be submitted.	Copy of Certificate of Incorporation. Copy of Registration Certificate of the company. Company's Articles of Association, Memorandum of Association, and last three years balance sheet along with profit & loss account of the bidder to be submitted.
2	Statutory Registrations	The bidder (lead partner in case of consortium) should be registered with the Service Tax or Central Excise Department in the range of bidder's operations and carry a valid PAN from the Income tax department. A copy of last one year's service tax/central excise tax & last financial year's Income Tax return should be submitted along with the bid.	A copy of latest service tax/ central excise tax & last financial year's Income Tax return Copy of PAN.

Sl.	Basic Requirement	Specific Requirements	Documents Required
3	Sales Turnover	The Bidder (lead bidder in case of consortium) must have minimum average annual turnover of Rs. 150 (One Hundred and Fifty) Crore for audited financial years (2013-14, 2014-15, 2015-16). In case of a consortium, the consortium partner (other than lead bidder) should have an average turnover of Rs. 10 Crore in the latest 3 (three) audited financial (2013-14, 2014-15, 2015-16) years	Certificate(s) from its statutory auditors specifying the turnover of the Bidder, at the close of the last three financial years. In case the audited accounts for F.Y 2015-16 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted clearly mentioning the turnover for the said financial year.
4	Net Worth	The bidder (lead bidder in case of consortium) should have positive net worth (measured as paid-up capital plus free reserves) of at least Rs. 1 (One) Crore for each of the last or latest three audited financial years (2013-14, 2014-15, 2015-16). In addition, in case of consortium, the consortium partner (other than lead bidder) should have positive net worth in the last 3 (three) audited financial (2013-14, 2014-15, 2015-16) years.	In case the audited accounts for F.Y 2015-16 are not finalized, provisional balance sheet with certificate from statutory Auditors may be submitted clearly mentioning the net worth for the said financial year. Net worth (the "net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted from the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
5	Manpower Strength	The Bidder (either of the consortium partner) should have at least 100 IT professional employees on its payroll as on 31.03.2016.	Copy of Provident Fund or Employees State Insurance (ESI) payment challan for last three months (from the date of RFP response submission) with Name and PF or ESI number of

Sl.	Basic Requirement	Specific Requirements	Documents Required
			each of the employee.
6	Multi-location Projects	The Bidder (either of the consortium partner) shall have experience of execution of at least one e-Governance/multi location IT related service/development or operation maintenance of automated driving track system. Project providing end-to-end solutions (minimum 10 service delivery locations for each project) on BOO (Built, Own, Operate) / BOOT (Built, Own, Operate and Transfer) basis in last 3 financial years in India.	Experience Certificate for the Projects which have been completed along with the Completion Certificate issued by the concerned client(s) or satisfactorily working Certificate(s) wherein it is mentioned that the end to end solutions under BOO / BOOT have been implemented successfully and is operational in all respect issued by a authorized officer of the Department
7	Technology Experience	The Bidder (either of the consortium partner) should have experience in implementation and operations of IT projects using Biometrics capture and matching/ authentication for any PSU/ State/ UT Government in India	Experience Certificate for the Projects for which Biometrics capture and matching/ authentication has been completed and operational in all respect from concerned client(s) or satisfactorily working Certificate(s) issued by an authorized officer of the Department

Sl.	Basic Requirement	Specific Requirements	Documents Required
8	Application Experience	The Bidder (either of the consortium partner) should have experience in development, implementation and operations of IT projects using payment of fees using a bank / aggregator's payment gateway integration any of the State Governments/Central Government UT of India.	Experience Certificate for the Projects for which payment of fees using Bank/ Aggregator's payment gateway has been completed and operational in all respect from concerned client(s) or satisfactorily working Certificate(s) issued by an authorized officer of the Department
9	Certification	The bidder (either of the consortium partner) must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008, CMMI level III, ISO 27001	Relevant copy of valid certificate(s) as on date of the submission of bid.
10	Not being Blacklisted	The bidder (both lead and partner in case of consortium) shall not be under a declaration of ineligibility / banned / black listed by any State or Central Government in India for corrupt or fraudulent practices in last three years from date of submission of bid.	Self Certificate.
11	Support office	The bidder (lead bidder in case of consortium) should have a support office at / Jaipur. If not present, the bidder should establish the same within 30 days from the date of issuance of LOI. A self certification to this regard should be submitted along with the bid.	Self Certificate.

(i) Bid Security pursuant to Clause 2.12.5;

(ii) Pay order or Demand draft of **Rs. 10,000** (Rupees Ten Thousand only) in favour of **Transport Commissioner, Government of Rajasthan** payable at **Jaipur** paid towards cost of the bidding process and bidding document.

2.2.3 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Member should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-V.

2.2.4 Where the Bidder is a Consortium, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the **'SPV'**), to

execute the Concession Agreement and implement the Project. In addition to forming a SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 2 (two);
- (b) Within the 2 (two) consortium members, one member shall be a technical member (the Technical Member) which shall be required to meet the technical capability and second member shall be a financial member (the Financial Member) which individually financial capability, as detailed out in Clause 2.2.1;
- (c) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (d) Members of the Consortium shall nominate one member as the lead member **(the "Lead ")**. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by the other member of the Consortium.

The Lead Member shall be either the member having technical experience (i.e. The Technical Member) or a member providing financial support (i.e. the Financial Member). It is to be noted that if the Lead Bidder is a Technical Member, then the member shall have an equity share holding of at least 49% (forty nine per cent) of the paid up and subscribed equity of the SPV and if a Financial Member then shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV;

- (e) 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;
- (f) An individual Bidder cannot at the same time be member of a Consortium applying for qualification and selection as Concessionaire 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 Concessionaire for the Project;
- (g) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (h) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix VI (the "**Jt. Bidding Agreement**") for the purpose of submitting this Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

- (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
- (iii) commit the minimum equity stake to be held by each member;

- (iv) commit that the Technical Member shall subscribe to at least 49% (forty nine per cent) or more of the paid up and subscribed equity of the SPV; Financial Member shall subscribe to at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Concession Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost as specified in the Concession Agreement;
- (v) members of the Consortium undertake that they shall collectively hold 100% (one hundred one per cent) of the subscribed and paid up equity of the SPV at all times until the end of the Concession Period; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until all the obligations laid down in the Concession 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 Concessioneering Authority.

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

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) 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;
- (c) in case the Bidder is a Consortium, each Member i.e. Technical and Financial Member should substantially satisfy the technical and financial pre-qualification requirements respectively & to the extent specified herein.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges that the pre-qualification and short-listing of the Bidder shall be carried out on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members, as required in Clause 2.2.1, who shall,

until the end of the Concession Period commit that the Technical Member shall subscribe to at least 49% (forty nine per cent) or more of the paid up and subscribed equity of the SPV; Financial Member shall subscribe to at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Concession Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost as specified in the Concession Agreement. Also, the members of the Consortium undertake that they shall collectively hold 100% (one hundred one per cent) of the subscribed and paid up equity of the SPV at all times until the end of the Concession Period. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that there shall be no change in control of a Consortium Member whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of short listing in accordance with the RFP. In the event such change in control occurs on/ before the issuance of Letter of Award and also, after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Concessioneing Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Concessioneing Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Concessioneing Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Number of Bids and costs thereof

- 2.4.1 No Bidder shall submit more than one Bid for the Project. A bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Concessioneing Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site(s) and ascertaining for themselves the site conditions, Users (applicants for driving licence), location, surroundings, climate, access to site, handling and storage of goods/ materials, weather data, applicable laws and regulations, and any other matter considered relevant by them at each of the Project Sites.

2.6 Acknowledgement by Bidders

- 2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Concessioneing Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Concessioneing Authority relating to any of the matters referred to in Clause 2.5 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 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;
 - (e) 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 2.5 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 Concessioneing Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (f) acknowledged that it does not have a Conflict of Interest; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 The Concessioneing Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Concessioneing Authority.

2.7 Verification and Disqualification

- 2.7.1 The Concessioneing Authority reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall when so required by Concessioneing Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Concessioneing Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Concessioneing Authority there under.

2.7.2 The Concessioneing Authority reserve the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Concessioneing Authority, the supplemental information sought by the Concessioneing Authority for evaluation of the Bid.

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

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

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bid

Section 1	Introduction
Section 2	Instructions to Bidders

Section 3	Criteria for Evaluation
Section 4	Fraud & Corrupt Practices
Section 5	Pre Bid Conference
Section 6	Miscellaneous

Appendices

- I. Letter comprising the Bid - Technical Proposal
- II. Power of Attorney for signing of Bid
- III. Letter comprising the Financial Proposal
- IV. Bank Guarantee for Bid Security
- V. Power of Attorney for Lead Member of Consortium
- VI. Joint Bidding Agreement for Consortium

The draft Concession Agreement provided by the Concessioneing Authority as part of the Bid Document shall be deemed to be a part of this RFP.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Confirming Party in writing or by fax and e-mail in accordance with Clause 2.13.3. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Concessioneing Authority reserves the right to either respond to the queries or make necessary changes in the Bid Document and upload the whole document prior to the Bid Due Date.
- 2.9.2 The Concessioneing Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Concessioneing Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Concessioneing Authority to respond to any question or to provide any clarification.
- 2.9.3 The Concessioneing Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Concessioneing Authority shall be deemed to be part of the Bid Documents. Verbal clarifications and information given by Concessioneing Authority or its employees or representatives shall not in any way or manner be binding on the Concessioneing Authority.

2.10 Amendment of RFP/ Bidding Documents

- 2.10.1 At any time prior to the deadline, the Concessioneing Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify

the RFP/ Bidding Documents by the issuance of Addenda or uploading of the whole Bid Document

2.10.2 The Addendum/ Bid Document shall be uploaded on the website www.transport.rajasthan.gov.in.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Concessioneing Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFP. The Concessioneing Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/ or conditional Bids shall be liable to rejection.

2.12.2 The Bidder shall upload the bid on www.eproc.rajasthan.gov.in and prepare original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "**BID**" which is to be submitted in physical form.

Cover-1

Envelope 'A' – 'Technical Proposal' shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-V;
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VI;

- (v) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three (3) years, (summary only);
- (vi) Bid Security as per Clause 2.12.5; and
- (vii) Demand Draft or pay order for an amount of Rs. 10,000 (Rupees Ten Thousand only) in favour of Transport Commissioner, Government of Rajasthan payable at Jaipur towards the cost of the bidding process and bidding document.

Cover-2

Envelope 'B' shall contain the "Financial Proposal" in the format prescribed as per Appendix-III.

The Financial Bid shall clearly indicate the "**Concessionaire Share of User Fee**" which the Bidder intends to charge from applicant for Driving licence for 2-Wheelers both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

Financial Evaluation Financial Bid

SI No	Service Delivery	Service Charges Per test in Indian National Rupee Concessionaire Share of User Fee
1	Conducting the tests for 2 wheeler	<p style="text-align: right;">(A)</p> <p>In Figures _____</p> <p>In _____ Words</p>

- (A) to be provide by the bidder in Indian National Rupee.

Service delivery charges for conducting Driving Tests for different type of vehicles (2-Wheeler and 3 &4-Wheeler) shall be computed based on the below mentioned formula:

- Driving test for 2 Wheeler= Rs 'A' per testing (as quoted by bidder)-
- Driving test for 3 Wheeler= Rs 'A' + 40/- per test
- Driving test for 2Wheeler and 3/4 Wheeler= Rs 'A' + 80/- per test

Invitation for RFP Notice/ RFP Document/ draft Concession Agreement can be downloaded from the website www.transport.rajasthan.gov.in. The document downloaded from the website shall not be tempered. If any tempering is detected before signing of the agreement, the bid security of the Bidder shall be forfeited and the Bidder shall be debarred for a period of one year forbidding in Transport Department, Government of Rajasthan.

2.12.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain index along with page numbers and shall be bound together in hard cover which is to be submitted in physical form.

2.12.4 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Concessioneing Authority.

2.12.5 Bid Security

2.12.5.1 The Bidder shall furnish as part of its Bid, a Bid Security of **Rs. 25 Lakh (Rupees Twenty Five Lakh)** either as a Demand Draft or in the form of Bank Guarantee issued by a nationalized bank, or a Scheduled Indian Bank or a foreign bank located in India and approved by Reserve Bank of India in favour of the Transport Commissioner, Government of Rajasthan payable at Jaipur. The validity of the Demand Draft shall be initially for 90 (ninety) days and to be got again revalidated by the Bidder for another 90 (ninety) days. The Bank Guarantee shall be in the format at Appendix-IV (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 90 (ninety) days, and may be extended as may be mutually agreed between the Transport Commissioner, Government of Rajasthan and the Bidder from time to time.

2.12.5.2 The Concessioneing Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.12.5.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Concessioneing Authority as non-responsive.

2.12.5.4 Save and except as provided in Clauses 1.3.2 and 2.12.5.1 above, the Bid Security of unsuccessful Bidders will be returned by Transport Commissioner, Government of Rajasthan, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by Concessioneing Authority, and in any case within 60(sixty) days from the Bid

Due Date. Where Bid Security has been paid by deposit, there refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to Transport Commissioner give the name and address of the person in whose favour the said demand draft shall be drawn by the Transport Commissioner, Government of Rajasthan, for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.12.5.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement in accordance with the provisions thereof.

2.12.5.6 The Concessioneing Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.12.5.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Concessioneing Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.12.5.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Concessioneing Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Concessioneing Authority;
- (d) In the case of Selected Bidder, if it fails within the specified time limit: –
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to submit the Performance Security or
 - (iii) to sign the Concession Agreement.

2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the Bid "**Technical Proposal**" and "**Financial**" in the format specified at Appendix-I and Appendix-III, together with the documents specified in Clause 2.13.2 and as per the criteria detailed out in Clause 2.2.1, and sealed as under.

Cover 1, Envelope 'A', "Technical Proposal " shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix- II;
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-V;
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VI;
- (v) Copy of Memorandum and Articles of Association and
- (vi) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding 3 (three) years;
- (vii) Bid Security as per Clause 2.12.5;
- (viii) RFP document as unloaded duly signed; and
- (viii) Pay Order or Demand Draft of Rs. 10,000 (Rupees Ten Thousand only) in favour of **Transport Commissioner**, Government of Rajasthan payable at Jaipur towards the cost of the bidding process and bidding document.

Cover 2, Envelope 'B' shall contain the "Financial Proposal" in the prescribed format at Appendix-III.

The Financial Bid shall clearly indicate the "Concessionaire Share of Fee" which the Bidder intends to charge from applicant for Driving licence for 2-Wheeler in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference in between figures and word, the amount indicated in words shall be taken into account. Envelope 'A' shall be sealed separately shall clearly bear the following identification:

TECHNICAL PROPOSAL for Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4 –Wheelers in the State of Rajasthan on Build, Own, Operate and Transfer (BOOT) basis"; and

Envelope 'B' shall be sealed separately shall clearly bear the following identification:

"FINANCIAL PROPOSAL for Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4 Wheelers in the State of Rajasthan on Build, Own, Operate and Transfer (BOOT) basis

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes ('A' & 'B') shall be **sealed in Envelope 'C'** and addressed to:

The Transport Commissioner,
Parivahan Bhawan, Sahkar Marg,
Jaipur-302 005 (Rajasthan)
INDIA
Phone : 0141-2740021,5194600
Fax :0141-2740177
Email : transport@rajasthan.gov.in
Web : www.transport.rajasthan.gov.in

And clearly bear the following identification:

"PROPOSAL for Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4- Wheelers in the State of Rajasthan on Build, Own, Operate and Transfer (BOOT) basis"; and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of the envelope.

2.13.4 If the envelopes are not sealed and marked as instructed above, the Concessioneing Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.14 Bid DueDate

2.14.1 Bids should be submitted physically as per details described in Clause 2.13 above before 1500 hours on the Bid Due Date [Submission of Bid (Envelope-A and Envelope-B inside Envelope-C) in physical form].

2.14.2 The Concessioneing Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14.3 In the event of the specified date for Submission of Bid (Envelope - C) is declared a holiday for the Government, the submission of Bid (Envelope - C) will be received up to the appointed time on the next working day.

2.15 Late Bids

Bids received by the Concessioneing Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/substitution/withdrawal of Bids

2.16.1 Bids once submitted cannot be modified or substituted.

2.17 Rejection of Bids

- 2.17.1 Notwithstanding anything contained in this RFP, the Concessioneing Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Concessioneing Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.17.2 The Concessioneing Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

D. EVALUATION PROCESS

2.18 Opening and Evaluation of Bids

- 2.18.1 The Concessioneing Authority shall open the Bids, Envelope 'C' & Envelope 'A' containing the " **Technical**" at 1530 hours IST on the Bid Due Date (submission of Bid in physical form), in the office of Transport Commissioner, Government of Rajasthan and in the presence of the Bidders who choose to attend.
- 2.18.2 In case of any discrepancy in submission, the Bid will be rejected and the bid security shall be forfeited.
- 2.18.3 The Concessioneing Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.18.4 The Bidders are advised that qualification/ short-listing of Bidders will be entirely at the discretion of the Concessioneing Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.18.5 Any information contained in the Bid shall not in any way be construed as binding on the Concessioneing Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.18.6 The Concessioneing Authority reserves the right not to proceed with the Bidding Process any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.18.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Concessioneing Authority may, in its sole discretion, exclude the relevant project from technical evaluation.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the qualification/ short-listing of Bidders and evaluation of financial proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Concessioneing Authority in relation to or matters arising out of, or concerning the Bidding Process. The Concessioneing Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Concessioneing Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Concessioneing Authority or as may be required by law or in connection with any legal process.

2.20 Tests of responsiveness

2.20.1 Prior to evaluation of Bids, the Concessioneing Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per format at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13 and has been submitted by the Bid Due Date;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.3 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.4;
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP; (g) It contains certificates from its statutory auditor's in support of claim in financial terms for all projects;
- (h) it contains pay order, or demand draft for an amount of Rs. 10,000 (Rupees ten thousand only) in favour of Transport Commissioner, Government of Rajasthan payable at Jaipur towards the cost of the bidding process and bidding document;
- (i) it is accompanied by the Bid Security as specified in Clause 2.12.5;
- (j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.4;
- (k) it is accompanied by the Financial Proposal (Appendix-III);
- (l) it does not contain any condition or qualification; and

(m) it is not non-responsive in terms hereof.

2.20.2 The Concessioneing Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Concessioneing Authority in respect of such Bid.

2.21 Clarifications

2.21.1 To facilitate evaluation of Bids, the Concessioneing Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Concessioneing Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If a Bidder does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Concessioneing Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Concessioneing Authority.

E. QUALIFICATION

2.22 Short-listing and notification

After the evaluation of Technical" (step I and Step II) the Concessioneing Authority would announce a list of qualified/ short-listed Bidders (i.e. the Bidders who would be scoring minimum 60 marks) whose "**Financial**" will be opened on a date and time to be intimated to the qualified/ short-listed Bidders. At the same time, the Concessioneing Authority would notify the other Bidders that they have not been qualified/ short-listed. The Concessioneing Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.23 Proprietary data

All documents and other information supplied by the Concessioneing Authority or submitted by a Bidder to the Concessioneing Authority shall remain or become the property of the Concessioneing Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Concessioneing Authority will not return any Bid or any information provided along therewith.

2.24 Correspondence with the Bidder

Save and except as provided in this RFP, the Concessioneing Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3 CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.1 (Step I) above shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

2.3.1.1 Step I - Pre-Qualification Criteria; and

2.3.1.2 Step II - Criteria for Evaluation (Technical Proposal Evaluation).

3.2 Financial information for purposes of evaluation

3.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall furnish provisional balance sheet with certificate from statutory Auditors clearly mentioning the turnover and network for the said financial year.

3.3 Qualification/ Short-listing of Bidders

3.3.1 The Bidders meeting the Pre-Qualification Criteria (Step-I) shall become eligible for further evaluation/ scoring under Step II, wherein the scoring credentials of eligible Bidders shall be measured in terms of their marks. The Bidder getting minimum 60 marks and above shall become eligible for Financial Proposal Evaluation.

3.3.2 The Bidders shall then be ranked on the basis of their respective Technical scores and qualified/ short-listed for the second step of the Bidding Process.

3.3.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.1.

3.4 Selection of Bidder

3.4.1 The Envelope **B** containing the Financial Proposal of the qualified/ short-listed Bidders shall be opened on a date and time to be intimated to them in the presence of their authorized representatives who may like to be present.

3.4.2 Financial Proposal Evaluation-

Subject to the provisions of Clause 2.7, from among qualified /short-listed Bidders, the Bidder who offers the lowest Concessionaire Share in User Fee shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Government rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4.3 In the event that two or more Bidders quote the same amount of Concessionaire Share in User Fee, as the case may be (the "Tie Bidders"), the Government shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.4.4 In the event that the Successful Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Government may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Successful Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Successful Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Successful Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Successful Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.4.5 In the event that no Bidder offers to match the Successful Bidder in the second round of bidding as specified in Clause 3.4.4, the Government may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Successful Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding

3.4.6 The Concessioneing Authority may direct the bidders to justify their quoted rates calculating capital investment, manpower cost considering minimum wages Act as well as other operational and consumable cost of the project. The Concessioneing Authority reserves the right to reject the bid in case the price quoted by the Bidder is found to be non-viable, unrealistic and completely inappropriate.

3.4.7 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Concessioneing Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Transport Commissioner, Government of Rajasthan may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible

Bidder may be considered.

3.4.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to furnish/ submit the following within 45 days from receipt of LOA and thereby, execute the Concession Agreement within the period prescribed in Clause 1.3.

- (a) Submission of Performance Security amounting to Rs 1 Crore (Indian Rupees One Crore), in the form of Bank Guarantee of Schedule Bank, in favour of Transport Commissioner, Government of Rajasthan, payable at Jaipur; and
- (b) Submission of all documents related to the formation of Special Purpose Vehicle (in case of Consortium).

The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4.9 In the event, the Successful Bidder delays in submitting the above stated and/ or signing of the Concession Agreement and thereby, asks, in writing from Transport Commissioner, Government of Rajasthan, for extension in this regard then:

- (i) for period up to 15 (fifteen) days extension: Additional Commissioner Transport (IT) shall have the right to take the decision.
- (ii) for period more than 15 (fifteen) days but not exceeding 45 days: Transport Commissioner, Government of Rajasthan shall have the right to take appropriate decision and the Selected Bidder shall also pay the Damages as noted below:

- (a) Interest @ SBI Base Rate (to be checked at the time of levying the damages) on the amount of Performance Security for the period of delay; and
- (b) Additional damages @ 5% (five per cent) per annum on the amount of Bid Security till compliance to above.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Concessioneing Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Concessioneing Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 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 Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Concessioneing Authority may reject a Bid, or withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, 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 Concessioneing Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Concessioneing Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Concessioneing Authority under Clause 4.1 hereinabove and the rights and remedies which the Concessioneing Authority may

have under the LOA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Concessioneing Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of LOA or the execution of Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQ or RFP issued by the Concessioneing Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Concessioneing Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section 4, 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 Concessioneing Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession 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 Concessioneing Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- (ii) save and except as permitted under Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Concessioneing Authority in relation to any matter concerning the Project;

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

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

(d) "undesirable " means

- (i) establishing contact with any person connected with or employed or engaged by the Concessioneing Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- (iii) having a Conflict of Interest; and

(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.

5 PRE-BID CONFERENCE

5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the prospective Bidder.

5.2 During the course of Pre-Bid conference, the prospective Bidders will be free to seek clarifications and make suggestions for consideration of the Concessioneing Authority. The Concessioneing Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

6.1 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.

6.2 The Concessioneing Authority, in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to:

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

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

Appendices

APPENDIX-I

Letter Comprising the Bid (Technical Proposal)

(Refer Clause 2.12.2)

Dated:

To,

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

Subject: BID for Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4 Wheelers in the State of Rajasthan on Build, Own, Operate and Transfer (BOOT) basis.

Dear Sir,

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

2. I/ We acknowledge that the Concessioneing 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 Concessionaire 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 Concessionaire for the designing, financing, procurement, development, installation, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Concessioneing 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 Concessioneing 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 Concessioneing Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with any Clauses of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 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 or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Bid for the Project are true and correct as on the Bid Due Date and I/ we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clauses of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and is /are qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium are not a Member of a/ 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 Concessioneing 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 Concession Period, be as under:
 - (a) Technical Member shall hold at least 49% (forty nine per cent) or more of the paid up and subscribed equity of the Concessionaire;
 - (b) Financial Member shall hold to at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the Concessionaire; and
 - (c) Shall further commit that each such member shall, for the entire Concession Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost as specified in the Concession Agreement.

We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

15. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I 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 II and III 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 Concession 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 Concessioneing 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 Concession Agreement 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 traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Concessioneing Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We certify that in terms of the RFP, my/ our Network is Rs.....(Rupees.....)(in words).
21. I/ We have offered a Bid Security of Rs. 25 Lakh (Rupees Twenty Five Lakh) to Transport Commissioner, Government of Rajasthan, in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (*strike out whichever is not applicable*) is attached.
22. I/ We shall keep this offer valid for 120 (one hundred and twenty) 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 / Concession is not awarded to me/us or our Bid is not opened or rejected.
25. The Concessionaire Share in User Fee has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, draft Concession 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

ANNEX-I
Details of Bidder

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Concessioning Authority:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.4 should be attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role {Refer Clause 2.2.4}	Percentage of equity in the Consortium {Refer Clause 2.2.4}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(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, or any entity controlled by it, from participating in any project (BOT 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):

ANNEX-II
Financial Capacity of the Bidder
(Refer to Clauses 2.2.1 of the RFP)

(In Indian Rs. crore)

Name of the Bidder	Turnover				Net Worth
	Year 1	Year 2	Year 3	Average Annual Turnover for last three years	Average Positive Networth for last 3 years
Single Bidder					
Consortium Lead Partner					
Consortium Partner					

Name & address of Bidder's Bankers:

The Bidder should provide details of its own Financial Capacity or of Member specified in Clause 2.2.5. 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 Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.1.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.4 of the RFP document.
7. 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.
8. In case the audited accounts for F.Y 2015-16 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.

ANNEX-III

Statement of Legal Capacity
(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,

We hereby confirm that 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.

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

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)

For and behalf of.....

* *Please strike out whichever is not applicable.*

APPENDIX-II
Power of Attorney for signing of Bid
(Refer Clause 2.2.3)

Know all men by these presents, We..... *(name of the firm and address of the registered office)* do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms..... *(name)*, son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4 Wheelers in the State of Rajasthan on Build Own Operate Transfer (BOOT basis)**(the "Project") proposed or being developed by the Transport Department, Government of Rajasthan (the " **Concessioneing Authority**") including but not limited to signing and submission of bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Concessioneing Authority, representing us in all matters before the Concessioneing Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Concessioneing 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 Concession Agreement with the Concessioneing 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)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-III
Letter comprising the Financial Proposal

Dated:

To

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

Subject: Bid for the Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4 Wheelers in the State of Rajasthan on Build Own Operate Transfer basis.

Dear Sir,

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

2. I/ We acknowledge that the Transport Commissioner, Government of Rajasthan (the Concessioneing Authority) will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire 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 Concessionaire for the designing, financing, procurement, development, installation, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Concessioneing Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Concessioneing 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 Concessioneering 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 or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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, score specified marks under Step-II of technical evaluation and meet(s) the requirements as specified in the RFP document.
10. I certify that in regard to matters other than security and integrity of the country, we or both Members have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I further certify that in regard to matters relating to security and integrity of the country, we or both Members have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

13. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Concessioneing Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the Project, Project Sites and the Users. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Concessioneing Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
17. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/ we shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/ us or my/ our Bid is not opened or rejected.
19. **The Concessionaire's Share in User Fee has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, my/ our own estimates of costs and Users and after a careful assessment of the Project Sites and all the conditions that may affect the project cost and implementation of the Project.**
20. I agree and undertake to abide by all the terms and conditions of the RFP document.
21. I shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
22. I/ We hereby submit our Bid and offer **Concessionaire's Share in User Fee.**

Sl.	Service Delivery	Service Charges Per test in Indian National Rupee (Concessionaire's Share in User Fee)
-----	------------------	---

1	Conducting the tests for 2 wheeler	(A) In Figures In Words
----------	---	--

(A) to be provide by the bidder in Indian National Rupee

exclusive of Service Tax, for driving test for 2-Wheeler, 3/4-Wheeler and to be charged from the Users in accordance with of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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 Bidder/Lead Member

APPENDIX-IV

Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, Transport Commissioner, Government of Rajasthan **"Concessional 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** having agreed to receive the Bid

its registered office at **(hereinafter referred to as the "Bidder" which** expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for **Development, Operation and Maintenance of Automated Driving Test Tracks Centres for 2-Wheelers and 3/4 Wheelers in the State of Rajasthan on Build Own Operate Transfer (BOOT) (hereinafter referred to as "the Project") pursuant to the RFP Document dated basis**

.....**issued in respect of the Project and** other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as **"Bidding Documents")**, we *(Name of the Bank)* having our registered office at..... and one of its branches at **(hereinafter referred to as the "Bank")**, at the request of the Bidder, do hereby in terms of Clause 1.2.2 read with Clause 2.12.5 of the RFP Document, irrevocably, unconditionally 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 inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Concessioneing 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 Concessioneing 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 Concessioneing Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Concessioneing 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 Concessioneing Authority or any indulgence by the Concessioneing Authority to the said Bidder or by any change in the constitution of the Concessioneing 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 to.....[*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.
10. 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.
11. 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.
12. 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.
13. **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 authorised official.

Signature of the Authorised Signatory

(Official Seal)

APPENDIX-V
Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.3)

Whereas the Transport Commissioner, Government of Rajasthan ("the Concessioneing Authority"), has invited Bids from interested parties for the Development of Automated Driving Test Track Centres in the State of Rajasthan under PPP format on Build, Own, Operate and Transfer (BOOT) basis (the "Project")

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

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, **all acts, deeds and things as may be necessary in connection with the Consortium's bid for the 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 concession/ 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 Concessioneing 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 Concession Agreement is entered into with the Concessioneing Authority.**

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS **DAY OF**, **20**.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....
(Executants)
(To be executed by all the Members of the Consortium)

Notes:

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

attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-VI
Joint Bidding Agreement

(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 Companies Act, 1956} 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 Companies Act, 1956} 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

- (A) Transport Commissioner, Government of Rajasthan (hereinafter referred as the "Concessioneing Authority") has invited Bids (the "Bids") by its Request for Proposal No. dated..... (the "RFP") selection of Bidder for Development of Automated Driving Test Track Centers in the State of Rajasthan on PPP format (the "Project") through public private partnership.
- (B) 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
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

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

2. Consortium

2.1 **The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.**

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

3. Covenants

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

4. Role of the Parties

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

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

The Parties undertake that the Technical Member shall subscribe to at least 49% (forty nine percent) or more of the paid up and subscribed equity of the SPV; Financial Member shall subscribe to at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Concession Period, hold equity share capital not less than the above stated per cent of the subscribed and paid up equity share capital of the SPV, whose experience and networth/ turnover have been reckoned for the purposes of qualification/ short-listing of Bidders for the Project in terms of the RFP.

The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times during the Concession Agreement, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

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

The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of Concession Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Concessions 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
and on
behalf of
LEAD MEMBER by:

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

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

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

In the presence of:

- 1.
- 2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

SCHEDULE-A SITE OF THE PROJECT

1. The Site

The Sites of 12 (twelve) Automated Driving Test Track Centres for 2-Wheelers and 3/4 Wheelers shall include Land, Test Tracks, Administrative Building, Boundary Wall and Campus Lighting as constructed and to be handed over, free of cost, on "**as is where**" basis for further development and up-gradation as per the provisions of Concession Agreement and Schedules to make them fully functional to meet with requirements. The individual Track(s) shall be handed over "as is where is" basis after completion to the Concessionaire for automation and fully functional to meet the requirements of driving test.

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

Location of Proposed Automated Driving Test Track Centres

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

Table A

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


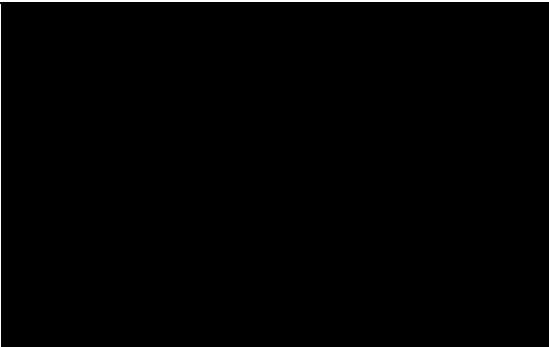
12	Bikaner	Regional Transport Office, Bikaner	1
	Total		14

SCHEDULE - B
(See Clause 2.1)
DEVELOPMENT OF THE PROJECT

2.1 Concept of the Project

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

Each ADTT Centre will use video camera based technology and shall have total of 5 (five) tracks: 1 (one) track for two-wheelers and 4 (four) tracks for four-wheelers. Those seeking a two-wheeler license have to show their riding skills on an '8' shaped Driving test track (Serpentine an '8' shaped Track). Those seeking a four-wheeler license will have to show their riding skills on an Up- Gradient Test Track, Forward '8' Shaped Test Track, Reverse Parallel parking Test Track and Reverse 'S'/H' Test Track.

	
<p style="text-align: center;">Two-wheeler Test Track: "Serpentine Test Track"</p>	<p style="text-align: center;">Four-wheeler Test Track No. 1: "Up-gradient Test Track"</p>

Four-wheeler Test Track No. 2: "Forward '8' Shaped Test Track"		Four-wheeler Test Track No. 3: "Reverse Parallel Parking Test Track"	
Four-wheeler Test Track No. 4: "Reverse 'S'/'H' Test Track"			

The Driving Test Tracks at each Centre along with Administrative Building, boundary wall, campus **lighting as executed and completed shall be handed over on "as is where is" basis** which shall be maintained as per Standards and Specifications, Maintenance Requirements by the Concessionaire throughout the Concession Period.

2.2 Broad Scope of Work

The scope of work for Project includes but not limited to:-

2.2.1 Building Works

The Concessionaire shall upgrade the Control Room/Administrative Building at each ADTT Centre, by providing complete internal furnishing of the Control Room and Server Room/ booths/ counters/ cabins for making the same operational in all respect and thereby, maintain the same for the entire Concession Period. However, the furnishing w.r.t any additional facility (if any and not in the scope of the Concessionaire) shall not be done by the Concessionaire, at anytime during the Concession Period.

The Concessionaire shall undertake operation and maintenance of the system including the minor repairs/ rectification of Administrative Building such as repair of electrical/ plumbing/ masonry works (including white wash/ painting); repair of doors & windows etc.

The Concessioning Authority shall construct the Administrative Building and also provide the basic amenities such as cabinets, chairs, tables, working desks, lights, fan etc. However, if anything additional is required to make the Project operational shall be provided by the Concessionaire.

2.2.2 IT Infrastructure, Computer Hardware and Networking Works

The salient features of the proposed Automated Driving Track System shall be:

The Technology used shall be based on video analytic Video Camera based Driving Track System.

- (a) A system of requisite number of video cameras for the tracks
- (b) Identification of candidate through biometric system and matching/ authentication of the same through the biometric fields shared by NIC.
- (c) Computer system to receive information from the video camera to monitor the vehicle movement to be within the specified boundaries of the track. It shall also monitor the time taken to drive the vehicle from the specified start and stop positions. The system shall award marks automatically. On completion of all the tests, the results shall be printed and handed over to the candidate. The results generated shall also be stored in a database for future reference up to 6 months.
- (d) The video camera will automatically deduct points if the driver is caught making an error by not following the path.
- (e) If the driver scores the eligibility marks, he/ she will be deemed to have passed driving test in order to get a driving license.

2.2.3 Details of the proposed Automated Driving Track System:

The following is the brief description of the functioning of the proposed system. The candidate appearing for the test will first report to the registration desk, where the Learning License and other personal data will be verified and a thumb impression of the candidate and a picture through webcam will be taken. If the candidate is found eligible to take the test, a unique ID number will be allotted. The candidate will be given identity slip containing such particulars which will be the document that will **allow the candidate to take the tests. When the candidate's** turn to take the test in individual track arrives, the candidate will drive as per track requirement. The computer system connected with video cameras with inbuilt application will monitor the test and record the results. When all the tests are completed, the results will be printed and handed over to the candidate. The application software developed for this system should be

web-based. The test results shall have to be transferred to the local RTO SARATHI Server. The backup of these data shall be stored on an external medium like HDD/DVD.

2.3 Registration:

After the candidate arrives for taking the driving test, he/she would first approach the Registration Desk. The Registration Desk will have a PC and a printer. At the Registration desk a thumb impression of the candidate will be taken and matched with data of Learning License from Database of SARATHI server. The candidate will be allowed to appear for the test after comparing the data of candidate with that fetched from SARATHI. The Candidate ID will be automatically generated by the system and it will be used as an identity of the candidate for all tests that he/she will be taking. The User fees will be collected from the candidate by the Concessionaire.

2.4 Placement of Video Cameras:

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

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

2.5 Test for 3/4-wheelers:

2.5.1 Up-gradient Test:

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

2.5.2 The Forward '8' Test:

In this test, the candidate should drive the vehicle, within a specified time, in the forward direction, on a track shaped like the digit '8'. The dedicated computer will monitor the time in the test area. The track shall have appropriate number of video camera placed to the track surface.

2.5.3 The Reverse Parallel Parking Test:

In this test candidate has to park the vehicle in specified space. Once the green light glows, the candidate should start the vehicle, move forward to cross the stop/ start line, reverse the vehicle and park within the specified area and within specified time. When the vehicle crosses the Start Line. The dedicated computer will monitor the time in the test area. This track shall have appropriate number of video cameras.

2.5.4 Reverse 'S' Test:

In this test the candidate has to drive in the backwards direction on a track shaped like the English alphabet 'S'. When the vehicle crosses the Start Line. The dedicated computer will monitor the time in the test area. This track shall have appropriate number of video cameras.

2.6 Test for 2-wheelers:

2.6.1 Serpentine Test:

In this test, the candidate should drive the vehicle, within a specified time, in the forward direction, on a narrow serpentine track with multiple turns as shown in figure. The dedicated computer will monitor the time and deviations in the test area. This track shall have appropriate number of Video cameras.

SCHEDULE – C
SPECIFICATIONS AND STANDARDS

PART – 1

TECHNICAL SPECIFICATION FOR BUILDING WORKS

- 1.1 The Concessionaire shall undertake up-gradation and maintenance during the Concession Period of the control room and relevant part of Administrative Buildings used by the concessionaire (and providing any equipment required to make the Project operational) as required for the successful execution of the Project. The building works complete with basic interiors, and electronic equipments, furniture and fixtures, etc, internal water supply and sanitary services and installations, internal electrical services and installation, fire-detection, fire-alarm and fire-fighting services, estate water supply, sewerage and other services for efficient functioning of the ADTT centres shall be planned, designed and constructed by the Concessioneing Authority and thereby, operated and maintained (only minor works) by the Concessionaire as per PWD Specifications supplemented relevant provisions of National Building Code and relevant Indian Standards.
- 1.2 The building shall be well lighted using energy efficient lighting and air-cooled. Each work station shall be provided with telephone connectivity, LAN connectivity and desk light.

1.3 Public Conveniences:

The Concessionaire shall maintain the public convenience for staff and visitors (men and women) and drinking water fountains to Users.

The Public Conveniences and each toilet facility should be kept clean so that it may offer comfort and convenience to the Users.

PART-II

ELECTRIFICATION WORKS

1 Power Demand and Source of Supply:

- 1.1 The Concessionaire shall make arrangements for continuous supply of power so that there is no interruption in the operation and maintenance of functioning of the computers and surveillance systems at the ADTT Centres. The connection for public power shall be arranged by the Concessioneing Authority at its own cost. However, the Concessionaire shall be required to pay the monthly/ quarterly/ yearly bills and also, bear the recurring/ operation & maintenance cost for the same, during the Concession Agreement.
- 1.2 Standby Diesel Generating (DG) Set of adequate capacity shall be provided at each ADTT Centre to meet emergency load requirement or for backup during power failures at ADTT Centre. The installation and operation of DG set shall conform to the guidelines stipulated by Central Pollution Control Board and/ or MoEF as the case may be. The standby power supply shall be ready to be operated and should be available 24 hours. The Standby power source shall be operational, secure and tested regularly.
- 1.3 The UPS of adequate capacity (125% of the total connected load) shall be provided for uninterrupted power supply to all electronic equipments including the computer system, like computers, printers, etc. The UPS shall have minimum 30 (thirty) minutes backup.
- 1.4 Integrity of electrical supply to essential and non-essential circuits and distribution network shall be maintained at all times.
- 1.5 Any disruption in power supply at Project Facility shall be rectified in six (6) hours.

2 Lighting

Energy efficient fixtures or lamps (CFL), of suitable wattages shall be provided by the Concessionaire. All material to be used shall be ISI marked.

3 Diesel Generator Set

Each ADTT Centre will be provided with a diesel generator set of suitable capacity. The noise less DG sets will be housed in the generator room of the substation and shall be provided with control panel having all measuring protection equipments. The output from the generator shall be connected through a 3½ core XLPE LT cable to main LT panel of the automatic/ manual change over switch facility. Totally enclosed silencer shall be

provided for DG set. The fuel shall be discharged as per Pollution Control Board requirements and guide lines.

4 Air-conditioning

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

**PART-III
ELECTRONIC WORKS**

1. Public Address System:

Minimum Specifications shall be as follows:

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

2. Video Viewing Equipments:

Minimum specifications shall be as follows:

LCD /LED Screen
The LCD/LED Screen should be of minimum of 40 inch with narrow bezel (max 1.1 cm), mat finish and without speakers.
The resolution should be 1024 x 768 pixels or better.
Contrast — 2000:1 or better.

PART-IV

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

1. The scope of work for IT infrastructure, Computer, Hardware, Software and networking works includes but not limited to development, procurement, supply, installation, integration, testing, commissioning, including replacements, operations, maintenance and consumables during the Concession Period of required computer hardware and networking works including development of software as required for the successful execution and efficient functioning of the Project during the entire Concession Period. The Concessionaire shall have to develop, install and implement necessary software including the necessary database software to successfully implement registration, various tests, results, etc. and commissioning the system. The Application software so developed should be web-based.
 - 1.1 Concessionaire needs to access his own Data Storage, sizing and Storage calculations.
 - 1.2 Concessionaire cannot supply/ install any hardware, software or any equipment with END OF LIFE.
 - 1.3 Specifications mentioned below are as on date of issue of RFP document, Concessionaire shall install latest upgraded model of the specified Specifications at the time of execution of the Project and shall be required to upgrade the system, as and when required during the Concession Period.
 - 1.4 The Specifications elaborated in the RFP are the minimal requirements as per the preliminary assessment based on the information available. The Concessionaire shall therefore propose architecture/ equipment with same/ better Specifications based on the requirements of the complete solution they envisage and propose. The Concessionaire must further take a note that the sizing of the equipment must be done considering the fact that the system must be capable of running smoothly for at-least next 10 (ten) years. Any corresponding factors (both direct & indirect) should therefore be duly accounted for in the design/ equipment being proposed. The system will also have several integration points with the existing/legacy systems in place currently. The bidder must further ensure thorough consideration of the non-functional implicit requirements comprising scalability, robustness, security, reliability, resilience, portability, interoperability, extensibility, compliance, high-availability, fault-tolerance, statutory & regulatory adherence etc.
 - 1.5 The Concessionaire shall supply and install of all kind of Hardware, System Software, other peripherals and other items necessary for the establishment of the system.
 - 1.6 The Concessionaire shall carry out post-Installation support, operation, maintenance and monitoring of the system.
2. The maintenance of the Automated Driving Test Track System will be comprehensive i.e. it shall include maintenance services and new installations, if required during the Concession Period of civil as well as IT infrastructure. The spares shall be of the same or superior make and specification as initially supplied at the time of installation and commissioning. The Concessionaire shall maintain

inventories of consumables and spares so as to achieve an uptime of not less than 12 hours per day.

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

(a) Preventive maintenance/ Operational Maintenance

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

(b) Breakdown maintenance

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

(c) Logbook

Operational and Downtime logbook of the test track shall be maintained by the Concessionaire.

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

1. Software Functional Specification for LMV

Track	Requirement	Bidder's Compliance
A	Registration Module (LMV & Two Wheeler)	
A1	User Registration Form with Photo capture (Applicant with Vehicle on Test Track)	
A2	Issue of RFID Card	
A3	RFID Writer	
A4	Integration of all RFID & Traffic Signal System with Software	
A5	Genuine SQL Database for Each RTO Office	
B	Reverse Parking (LMV)	
B1	To Start Test Traffic Signals Communication Available	
B2	RFID Reader to detect Applicant ID Available	
B3	Test Parameters	
B4	o Test not attempted	
B5	o Test completed partially	
B6	o Standard Direction Followed	

Track	Requirement	Bidder's Compliance
B7	o Vehicle out of Track detection / Kerb Hit	
B8	o Forward Path & Reverse path different Colours in system and to be clearly visible on monochrome printout	
B9	o Compute Time Taken To Complete Test	
B10	o Test Plot Graph Available	
B11	o Mark allocation on the basis of performance	
B12	Cameras to process Video Analytics	
B13	Induction Loop / Sensors to detect Kerb Hit / Out of Track	
B14	Single View / Merge View from all Cameras	
B15	Report in pdf format	
C	Eight Shape Track	
C1	RFID Reader to detect Applicant ID Available	
C2	Test Parameters	
C3	o Test not attempted	
C4	o Test Completed Partially	
C5	o Standard Direction Followed	
C6	o Vehicle Out of Track Detection / Kerb Hit (Cross Sign)	
C7	o Stoppage's if any - (Circle fill with black colour)	
C8	o Average Speed	
C9	o Compute Time Taken To complete test	
C10	o Test Plot Graph Available	
C11	o Mark allocation on the basis of performance	
C12	Cameras to process Video Analytics	
C13	Induction Loop / Sensors to detect Kerb Hit / Out of Track	
C14	Single View / Merge View from all Cameras	
C15	Report in pdf format	
D	H-Track	
D1	RFID Reader to detect Applicant ID Available	
D2	Test Parameters	
D3	o Test not attempted	
D4	o Test Completed Partially	
D5	o Standard Direction Followed	
D6	o Vehicle Out of Track Detection / Kerb Hit	
D7	o Reverse Detection	
D8	o Average Speed	
D9	o Compute Time Taken To complete test	
D10	o Test Plot Graph	
D11	o Mark allocation on the basis of performance	
D12	Cameras to process Video Analytics	
D13	Induction Loop / Sensors to detect Kerb Hit / Out of Track	
D14	Single View / Merge View from all Cameras	
D15	Report in pdf format	
E	Gradient Track (LMV)	
E1	RFID Reader to detect Applicant ID Available	
E2	Test Parameters	
E3	o Test not attempted	
E4	o Test Completed Partially	
E5	o Standard Direction Followed	
E6	o Vehicle out of Track Detection / Kerb Hit	

Track	Requirement	Bidder's Compliance
E7	o Stoppage's if any	
E8	o Average Speed	
E9	o Reverse Detection	
E10	o Compute Time Taken To Complete Test	
E11	o Test Plot Graph Available	
E12	o Mark allocation on the basis of performance	
E13	Cameras to process Video Analytics	
E14	Induction Loop / Sensors to detect Kerb Hit / Out of Track Available	
E15	Single View / Merge View from all Cameras	
E16	Report in pdf format	
F	End Test	
F1	On Exit of Test Track System should Detect end of the test and should compute test result for all the tracks.	
F2	Note: System should plot vehicle path, location for all test tracks and should use legend like i.e. vehicle going out of the track should mark as Cross Sign & vehicle if stopped in Eight Track, Gradient Track should mark with circle fill with black colour. The vehicle path if moving in forward direction should be of different colour and when reversing should be of different colour and should be clearly visible on the system as well as on monochrome printout.	
G	UTILITIES	
G1	Login to System	
G2	Login to Administration	
G3	System to be protected against any tampering	
G4	Daily backup of Database & Video	
G5	Video Retention Period 60 days	
G6	Database Retention period year wise to be maintained for 10 years or as per the direction from Transport Dept.	
G7	Database to be connected to any third party software	

1.1 SOFTWARE SPECIFICATION FOR TWO WHEELERS

Track	Requirement	Bidder's Compliance
A	Registration Module Two Wheeler)	
A1	User Registration Form with Photo capture (Applicant with Vehicle on Test Track)	
A2	Genuine SQL Database for Each RTO Office	
B	Serpentine Track	
B1	Test Parameters	
B2	o Test not attempted	
B3	o Test Completed Partially	
B4	o Standard Direction Followed	
B5	o Vehicle Out of Track Detection / Kerb Hit	
B6	o Stoppage's if any	
B7	o Average Speed	
B8	o Compute Time Taken To complete test	
B9	o If applicant during test touches feet on ground.	
B10	o If applicant fail down from the vehicle	
B11	o Test Plot Graph Available	
B12	o Mark allocation on the basis of performance	
B13	Cameras to process Video Analytics	
B14	Induction Loop / Sensors to detect Kerb Hit / Out of Track	
B15	Single View / Merge View from all Cameras	
B16	Report in pdf format	
C	UTILITIES	
C1	Login to System	
C2	Login to Administration	
C3	System to be protected against any tampering	
C4	Daily backup of Database & Video	
C5	Video Retention Period 60 days	
C6	Database Retention period year wise to be maintained for 10 years or as per the direction from Transport Dept.	
C7	Database to be connected to any third party software	
C8	On Exit of Test Track System should Detect end of the test and should compute test result for all the tracks.	
C9	Note: System should plot vehicle path, location for all test tracks and should use legend like i.e. vehicle going out of the track should mark as Cross Sign & vehicle if stopped in Eight Track, Gradient Track should mark with circle fill with black colour. The vehicle path if moving in forward direction should be of different colour and when reversing should be of different colour and should be clearly visible on the system as well as on monochrome printout.	

5. CAMERA SPECIFICATION (Minimum)

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

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

6. TRAFFIC SIGNAL LIGHT



★ **Traffic Signals**

3.0 Material :

3.1 Microprocessor Based Automatic Traffic Signal Controllers.

3.1.1 Hardware

CPU	:	8/32 bit Microcontroller
Memory	:	Non Volatile Type
System Clock	:	Built in RTC with 10 years battery back-up
Output Switching	:	Through solid state devices with Zero cross over detection
Input / Output Isolation	:	Output switching isolated from control circuit by optical isolation
Police Control Panel	:	Output OFF, Auto/Manual, Step and Flash
Programming Facility	:	a) PC Compatible b) Built in Keyboard and LCD Display

3.1.2 Features

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

3.1.3 Signal Sequences

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

3.1.4 Programmable Parameters

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

3.1.5 Modes of Operation

- Isolated

- Co-ordinated

3.1.6 General Specifications / features

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

3.1.7 Operating Environment

Supply Failure : Restarts without operator intervention. No loss of data upto 10 years.

Temperature : 15 deg C to 55 deg C.

Humidity : 95 % Humidity at 40 deg C Non condensing.

Supply Interruption : Continuous operation with upto 50 milliseconds mains break.

Construction : Base mountable, weather proof, vandal proof, dust and splash proof, passivated MS cabinet and separate access to police panel controls.

3.2 Signal Head Assembly

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

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

3.2.1 Specifications of LED Aspects

a) Vehicular RED LED aspect

LED Viewing Angel : 23 Deg

LED Forward Current : 20mA

Total Number of LED's : 190 Nos (Minimum)

Intensity of LED Aspect : 260 Cd (Minimum)

Total Power Consumption : Maximum 10 W

b) Vehicular AMBER LED aspect

LED Viewing Angel : 23 Deg

LED Forward Current : 20mA

Total Number of LED's : 190 Nos (Minimum)

Intensity of LED Aspect : 380 Cd (Minimum)

Total Power Consumption : Maximum 10 W

c) Vehicular GREEN ARROW LED aspect

LED Viewing Angel : 23 Deg

LED Forward Current : 10mA

Total Number of LED's : 66 Nos (Minimum)

Intensity of LED Aspect : 100 Cd (Minimum)

Total Power Consumption : Maximum 4 W

d) Pedestrian RED LED Signal aspect

LED Forward Current : 20mA

Total Number of LED's : 48 Nos (Minimum)

Intensity of LED Aspect : 65 Cd (Minimum)

Total Power Consumption : Maximum 4 W

e) Pedestrian GREEN LED Signal aspect

LED Forward Current : 10mA

Total Number of LED's : 48 Nos (Minimum)

Intensity of LED Aspect : 45 Cd (Minimum)

Total Power Consumption : Maximum 4 W

3.2.2 General Specifications/ Features

Input Voltage : 170V AC - 270 V AC

Protection : Fire Retardant, Glass Epoxy, FR4 Printed Circuit Board
With protective cover and plain Polycarbonate Lens.

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

PIV Protection : Reverse/ Over voltage Protection for LED Chains
Operating

Temperature : -10° TO 70 °C

Power Factor : Should not be less than 0.9

Special Sign : Standard, Arrow Stop-man, Arrow Walkman as per BIS
standard.

LED life : 100000 hrs

LED PCB : Made out of 1.5 mm Glass epoxy sheets

3.4 Poles

Dimension : As per detail drawing / BOQ

Material : GI Class 'B' pipe

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

3.5 Cables

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

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

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

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

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

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

Technical Details :-

a) Size	300 mm dia
---------	------------

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

7. **WORKSTATION**



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

8. **DESKTOP**



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

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



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

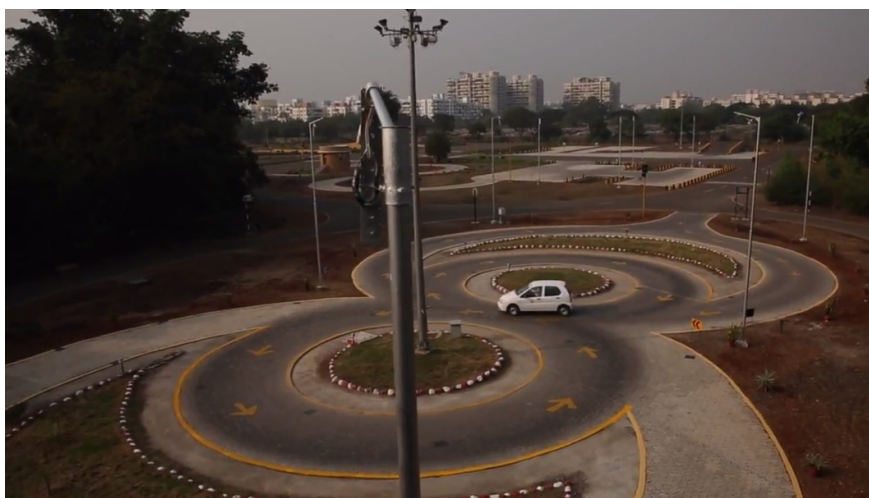
SER. NO.	Minimum Specification of On Line UPS	
		b) Control panel LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : Overload and Bypass Indicators c) Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm d) Emergency Power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

10. MONOCHROME PRINTER

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



11. Camera Pole Specification



12. SQL Database License for all sites

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

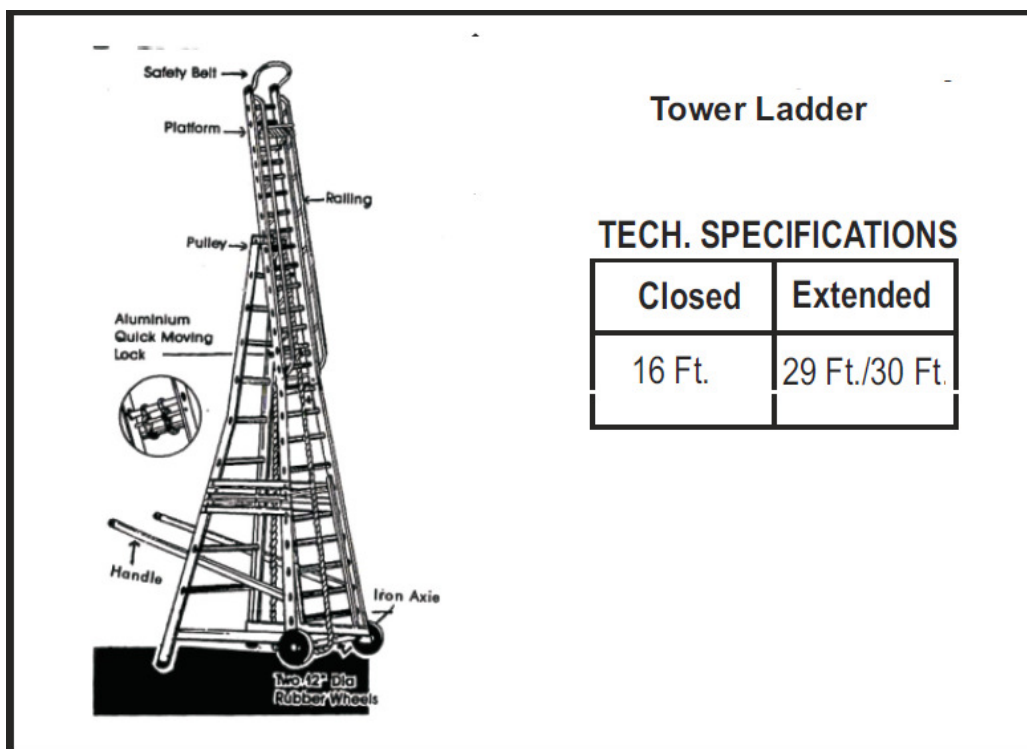
13. Antivirus

Renowned Antivirus for all Desktop, Servers & workstation with

free updates till contract period.

14. **TOWER LADDER**

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



12. Web Camera

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

13. Biometric Finger Printer Scanner

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

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Sr. No.	
1.	Engine type: Multi cylinder, in accordance with IS 10002 with latest amendments.
2	Method of starting: Electric start 12 V DC
3	Type of cooling: Water cooled /Air cooled/ Radiator Cooled
4	Type of governor: Class A2 governing as per IS10000 (All latest specs of engines
5	are as per IS10000 & class A2 governing) Type of fuel: Diesel/ Petrol
6	Rated speed: Min. 1500 RPM
7	Over load capacity: 10% overload 1 hour

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Part V
Electrical Works and Human Resource Requirement

1. Electrical Works

1.1 The scope of work for electrical works includes, development, supply, installation, testing, commissioning, arranging service connection from concerned Authority and seeking approval of competent authority including replacements, operations, maintenance and payment of deposits, payment of monthly bills/ consumption charges, all required consumables for the electrical equipments during the entire Concession Period of the Project as mentioned as for successful completion and efficient functioning. The work shall include the following but not limited to:

- (a) Electrification - internal area lighting of the Administrative Buildings (if required)
- (b) Diesel Generator Set of 80% capacity requirement of ADTT Centre
- (c) Air Conditioners in Control Room/ Server Rooms minimum 01 (one)

2. Human Resource Requirement

2.1 The Concessionaire will be responsible for engaging and posting of the qualified manpower as mentioned below for efficient functioning of the project throughout the Concession Period. The Concessionaire shall have the option to post additional staff at any ADTT Centre as per requirement for efficient functioning. The Concessionaire will be responsible for the employees deputed on Project and compliance of the Applicable Employment Laws, Acts and relevant provisions. All claims of the employees will be borne by the Concessionaire and it is clarified that Concessioneing Authority will not be accountable for any claims/ liability on account of human resource deployed for the Project.

2.1.1 Following Staff shall be engaged and posted by the Concessionaire during the Concession Period, in addition to what has been asked for in the below mentioned tables:

- (1) One Project Manager for the whole Project
- (2) One Site Supervisor
- (3) Two Test Supervisors at each ADTT Centre [one for monitoring the vehicle movement at two-wheeler track and for monitoring the vehicle movement at four- wheeler tracks]
- (4) One Video Operator at each ADTT Centre (for Camera based technology)
- (5) Test Enumerators As per requirement
- (6) One personnel at Inquiry Counter
- (7) Housekeeping staff : As Required
- (8) Helpers : As Required
- (9) Security Staff : As Required

2.1.2 Table below stipulates the minimum requirement of manpower for the Project, considering that the Administrative Building (depending upon the location, traffic etc) may have different counters, to be allocated to the Concessionaire/ existing BOOT operator for Test/ Learner License/ Driving License within the Administrative Building:

(i) Administrative Building, having 5 Counters:

Counter No.	Nomenclature	DL Test	Under Whom	Manpower Required	Equipments to be provided by Government	Equipments/ Hardware to be provided by Concessionaire
1.	Registration/ Helpdesk	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
2.	Cash Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
3.	Biometric/ Graphical Data capture	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
4.	Result/ Dispatch Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
5.	Vacant	To be used in case of future requirement				

(ii) Administrative Building, having 8 counters

Counter No.	Nomenclature	DL Test	Under Whom	Manpower Required	Equipments to be provided by Government	Equipments/ Hardware to be provided by Concessionaire
1.	Registration/ Helpdesk	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
2.	Cash Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
3.	Cash Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
4.	Biometric/Graphical Data capture	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
5.	Biometric/Graphical Data capture	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
6.	Result/ Dispatch Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
7.	Vacant	To be used in case of future requirement				
8.	Vacant	To be used in case of future requirement				

(iii) Administrative Building, having 10 counters

Counter No.	Nomenclature	DL Test	Under Whom	Manpower Required	Equipments to be provided by Government	Equipments/ Hardware to be provided by Concessionaire
1.	Registration/ Helpdesk	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
2.	Cash Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
3.	Cash Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
4.	Cash Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
5.	Biometric/Graphical Data capture	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
6.	Biometric/Graphical Data capture	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
7.	Biometric/Graphical Data capture	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
8.	Result/ Dispatch Counter	DL Test	Concessionaire	1	Building & Space	One Chair/ One Desk along with IT infrastructure
9.	Vacant	To be used in case of future requirement				
10.	Vacant	To be used in case of future requirement				

The Concessionaire will engage and post back-up staff like Information Technology/ Computer Engineer, Equipment Operator, Security Staff, etc as per requirements for efficient functioning of each ADTT Centre However, for any other requirement the actual strength shall be assessed by the Concessionaire and will be maintained at the Project Sites. It is clarified that while the staff specified in this section is to be made available for complying with the requirements, relevant rules and applicable law under overall control of the Concessioneing Authority, the staff mentioned in this section is for the use of Concessionaire himself for efficiently managing and functioning the Project.

2.1.3 The Concessionaire will be responsible for engaging and posting the required qualified manpower as mentioned in the Schedule for the efficient functioning of the Project at each Project Site during the Concession Period as per the requirement and directions & on approval of the Concessioneing Authority and the Concessionaire will be responsible for the employees deputed on Project/ Project Sites and compliance of the Acts and legislation pertaining to employment, Applicable laws and provisions of the Departments etc.

- (1) The Concessionaire shall keep with it, the deployed staff members' present and permanent address, educational and technical qualification, specimen signature, two passport size photographs and furnish these details/ information to Concessioneing Authority Instrumentalities, as and when called for.
- (2) The Concessionaire shall supply valid I-cards to all the professionals, personals deployed for the Project and at Project Sites.
- (3) The Concessionaire will provide specific description of the prior experience and expertise of individuals in being deployed on the Project and Project Sites.
- (4) The personals and professionals deployed on Project shall not develop any direct/ indirect business/ commercial relationship with the Users/ Concessioneing Authority.
- (5) In case, any professional is found engaged in doing any work other than the project work or his/ her performance/ conduct is not found to be satisfactory or is absent from the project site for more than one month, the Concessionaire shall arrange replacement within one week.
- (6) The supplied manpower shall maintain office decorum. They shall be Courteous, Polite, Co-operative and committed to the Project. They may be required to work on holidays and beyond office hours as per project requirements.
- (7) The Concessionaire will ensure that no information, about the Project and the policies of the Concessioneing Authority is taken out in any form including electronic form or otherwise, from the Project Sites.
- (8) The Concessionaire shall submit monthly report of the location wise professionals, personals deployed by them in the Project and Project Sites, along with payments being made to them by 15th of every month including particular relating to compliance under various Labour Laws and Regulation e.g. deposit of EFP with the competent authorities.
- (9) The manpower so hired is for the Project and Project Sites only. Their deployment would in no way be construed as employment with Concessioneing Authority.
- (10) The Concessioneing Authority stands absolved for any liability on account of death or injury sustained by any personnel deployed on the Project or Project Sites, or agency who supplied manpower during the performance of this Agreement and also for any damages or compensation due to any dispute between the Concessionaire and manpower as deployed on the Project or Project Sites.
- (11) The personnel to be deployed on the Project and Project Sites shall possess the

Education qualification and experience for the position as per Technical Job requirement and should be at least graduate with knowledge of computers.

SCHEDULE-E

APPLICABLE PERMITS

1 Applicable Permits

The Concessionaire shall obtain, as required under the Applicable Laws, the Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Confirming Party in accordance with Clauses of the Agreement.

The Concessioneing Authority shall extend necessary administrative support to the Concessionaire in procuring the Applicable Permits from Central/ State Government Instrumentality(s).

Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Confirming Party as a Condition Precedent.

SCHEDULE – F

PERFORMANCE SECURITY

State Transport Authority,
Jaipur

WHEREAS:

- (A) (the “**Concessionaire**”), Transport Commissioner, Government of Rajasthan (**Concessions Authority**) have entered into a Concession Agreement dated (the “**Agreement**”) whereby the Concessions Authority has agreed to the Concessionaire undertaking Development, Upgradation, Operation and Maintenance of Automated Driving Test Track Centres for 2-Wheelers and 3/4 Wheelers at 12 locations in the State of Rajasthan on build, own, operate and transfer (“BOOT”) basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a Performance Security to the **Concessions Authority in a sum of Rs. **** (Rupees ***** crore) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, for a period of 180 (one hundred eighty) days beyond the Concession Period as defined in the Agreement).**
- (C) **We, through our Branch at (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.**

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful **performance of the Concessionaire's obligations during the Concession Period** and 180 (one hundred eighty) days beyond the Concession Period, under and in accordance with the Agreement, and agrees and undertakes to pay to Concessions Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee amount as the Concessions Authority shall claim, without the Concessions Authority being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from the Concessions Authority, under the hand of an Officer not below the rank of Transport Commissioner that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with

the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that Concessioneing Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Upgradation Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Concessioneing Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, Concessioneing Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Concessioneing Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Concessioneing Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Concessioneing Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Concessioneing Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Concessioneing Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Concessioneing Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Concessioneing Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until expiry of 180 (one hundred eighty) days beyond the Concession Period and unless

a demand or claim in writing is made by Concessioneing Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Concessioneing Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Concessioneing Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Concessioneing Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of _ _ _ _ _ or until it is released earlier by Concessioneing Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED
For and on behalf of the
BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- (a) *The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.*
- (b) *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

SCHEDULE G

PROJECT COMPLETION SCHEDULE

1. Project Completion Schedule

Project complete schedule shall be as follows:-

Ser No	IDTS Project Duration	Weeks
1	System study by the vendor	1
2	Civil Work installation of poles, Fiber cable laying, road resurfacing, Induction loop / Sensors, Signal System, RFID System etc.	8
3	Camera, Signal System Configuration	2
4	Software Customization, Integration with Signal system, MIS etc	32
5	Software Testing	2
6	System Successful Trial Runs for each tracks	2
6.1	LMV – (Approx 1000)	
6.2	Two Wheeler (Approx 1000)	
7	Final Release	1
8	Total Project Time Line	48

SCHEDULE-H

DRAWINGS

1. As-built drawings of the Driving Test Tracks, Administrative Building, Boundary Wall, Campus Lighting shall be provided on completion of upgradation work at respective Sites by the Concessioneing Authority to Concessionaire.
2. Architectural drawings (Plan, Terrace Plan, Elevations, Sections) and Structural drawings and detailing of Administration Building for all 12 locations as per requirements of the Project at respective Sites.
3. Drawings showing layout of services and installations (sanitary and plumbing; internal electrical services and installations) for the Administration Building at respective Sites.
4. Drawings showing layout and location of Equipment, CCTV cameras, other pertinent controls for the intending purpose of monitoring driving test by the applicant with all the cabling and appliances including main video and control panel at respective Sites.
5. Drawings showing details of IT infrastructure with hardware and software including LAN (Local Area Network) cabling etc. complete in all respects at respective Sites.
6. As-built drawings of all the works and services, equipment, IT Infrastructure including hardware and software at respective Sites.
7. Any other pertinent drawings and detailing to facilitate operation and maintenance of systems and services at respective Sites.
8. Operating and Maintenance Manuals for the equipment and services as provided and installed at the respective Sites.

SCHEDULE-I

TESTS

1. Schedule for Tests

The Concessionaire shall, no later than 30 (thirty) days prior to the likely completion of Project at respective Project Sites, notify the Concessioneing Authority of its intent to subject the Project to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Concessioneing Authority detailed inventory and particulars of all works and equipment forming part of Project.

The Concessionaire shall notify the Concessioneing Authority of its readiness to subject the Project to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Concessioneing Authority shall, in consultation with the Concessionaire, determine the date and time for each Test to witness the Tests. The Concessioneing Authority shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-I.

2. Tests

Visual and physical Test: The Concessioneing Authority shall conduct a visual and physical check of all type of equipment as installed at the Project sites to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.

Test drive: The Concessioneing Authority shall undertake a test drive of the Project Sites by a 2-Wheeler and $\frac{3}{4}$ Wheelers to determine that the quality of works as executed, services as provided and equipment as installed conforms to the provisions of the Agreement.

IT Infrastructure including hardware and software: Extensive tests to examine and establish that the system fulfill the functional requirements in all respectincluding input and output data.

The equipment as installed conform to the makes, Standards and Specifications, are fully functional and compatible with the IT infrastructure and final output. The equipment as installed cannot be tempered with.

Other Tests: The Concessioneing Authority may require the Concessionaire to carry out or cause to be carried additional Tests at all or any Project Site, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

Computerization Tests and Audit: The Concessioneing Authority shall carry out a detailed check to determine functional and accuracy of the hardware and software as installed including linking up with Data Centre. It shall also include providing of all Manuals in respect of software and its functional features etc.

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

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

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

The Concessioneing Authority shall examine and check the adequacy and competency of the human resources as deployed to their satisfaction.

3. Agency for conducting Tests

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

4. Completion/ Provisional Certificate

Upon successful completion of Tests, the Concessioneing Authority shall issue the Completion Certificate or the Provisional Certificate.

SCHEDULE-J

COMPLETION CERTIFICATE

- 1 I, (Name of the Officer/Engineer bestowed upon by Concessioneering Authority), acting as Engineer, under and in accordance with the Concession Agreement dated (the "**Agreement**"), for Development of Automated Driving Test Tracks Centres (at _____location) for 2-Wheelers and 3/ 4 Wheelers in the State of Rajasthan (the "Project") on build, own, operate and transfer (BOOT) basis, through(Name of Concessionaire), hereby certify that the Tests specified in Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.
- 2 It is certified that, in terms of the aforesaid Agreement, all works, services, IT infrastructure including hardware and software and equipments forming part of development of Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the day of20.....

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

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

PROVISIONAL CERTIFICATE

1. I, _____ (Name of the Officer/ Engineer bestowed upon by Concessioning Authority), acting as Engineer, under and in accordance with the Concession Agreement dated..... (the "Agreement"), **for Development of Automated Driving Test Tracks Centres** (at _____ location) for 2-Wheelers and 3/4 Wheelers in the State of Rajasthan (the "Project") on build, own, operate and transfer (BOOT) basis through (Name of Concessionaire) hereby certify that the Tests specified in Schedule-I of the Agreement have been undertaken to determine compliance of the Project with the provisions of the Agreement.
2. Upgradation and development Works/ providing and laying of services/ providing and installation of equipment/ IT infrastructure including hardware and software that were found to be incomplete and/ or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/ or rectify all such works/ equipment/ services in the time and manner set forth in the agreement. [Some of the incomplete works have been delayed as a result of reasons attributable to the Concessioning Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this Account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,] I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project, pending completion thereof.
3. In view of the foregoing, I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into commercial operation on this theday of ...20...

ACCEPTED, SIGNED, SEALED
AND DELIVERED
For and on Behalf of
CONCESSIONAIRE by:

(Signature)
(Name and Designation)
(Address)

SIGNED, SEALED AND
DELIVERED
For and on behalf
CONCESSIONING AUTHORITY
by:

(Signature)
(Name and Designation)
(Address)

SCHEDULE-K

MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

The Concessionaire shall, at all times, operate and maintain the Project and Project Sites in accordance with the provisions of the Agreements, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-K **(the “Maintenance”)**.

The Concessionaire shall repair or rectify any defect or deficiency set forth in Schedule- K within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Concessioneing Authority shall be entitled to recover Damages as set forth in Clauses of the Agreement, without prejudice to the rights of the Concessioneing Authority under the Agreement, including Termination thereof.

2. Repair/rectification of defects and deficiencies

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of defects and deficiencies specified in Annex-I of the Schedule-K within the time limit set forth therein.

3. Other defects and deficiencies

In respect of any defect or deficiency not specified in Annex-I of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.

In respect of any defect or deficiency not specified in Annex-I of this Schedule-K, the Concessioneing Authority may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the Concessioneing Authority.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-K, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry

Practice. Such additional time shall be determined by the Concessioneing Authority and conveyed to the Concessionaire with reasons thereof.

5. Emergency repairs/ restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimising such danger.

6. Daily Inspection by the Concessionaire

The Concessionaire shall undertake a daily visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner as the Concessioneing Authority may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Concessioneing Authority at any time during office hours.

7. Divestment Requirement

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire so that the Project conforms to the Maintenance requirements on the Transfer Date.

**Annex-I
(Schedule-K)**

Repair / Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-K within the time limit set forth herein.

Sl. No.	Serviceability Indicator	Required Maintenance Level	Permissible Time Limit for repairs/rectifications
CIVIL WORKS			
1	Potholes in the pavement (any cavity of diameter more than 150mm and depth 25 mm or more)	Maximum 3 numbers in the vehicle circulation	Potholes shall be repaired within 7 days after their detection
2	Cracks more than 3 mm wide in the pavement	Maximum 5.0 % in the vehicular circulation	Cracks must be sealed within 7 days after their detection by pressure grouting or grunting
3	Rutting in the pavement (Any longitudinal depression measured using 2m straight edge shall not exceed 20 mm)	Maximum 1.0% in the vehicular circulation	Rutting shall be repaired within 15 days after their detection
4	Room Walls shall be clean without any paint wearing	No stains, splits, weathered paint to be left exposed	Any stains, splits, weathered paint on the walls of the Project shall be cleaned within 7 days
5	Pavement Surface shall be clean, without debris		Soil debris, trash and other objects on the surface shall be removed within 3 hours
6	Flooring, skirting, dado finishes should be intact	Maximum 5% per 1000 sqmt area	Any damaged, missing, crack tiles in Flooring, Skirting, Dado finishes shall be repaired, replaced within seven days of detection
7	Public Concourse Enclosure	No signs of distress	To be replaced within 7 days in case of damage
8	Staircases shall be clean and functional		The staircases shall be cleaned at least once a day
9	Damages to painting and finishes		Timely intervention as and when necessary to maintain façade beauty
10	Traffic/ directional signs, road/ pavement markings shall be visible and legible		Any damages/ wearing shall be repaired and rectified within three days. The damaged and missing signs shall be replaced within fifteen days
DRINKING WATER FACILITY & SANITATION			
1	All drinking water chambers shall be cleaned and functional		These shall be cleaned daily. Water supply shall be maintained for 24 hours

2	Water supply pumps, pressure vessels and related components		Maintained as per manuals furnished by manufacturers/ original installation contractors
3	Toilets to be made functional		All toilets shall be cleaned, using disinfectants, properly. Ensure that all sanitary fittings are intact and in running condition
ELECTRICAL			
1	Power Supply		Any disruption in power supply shall be rectified in 6 hours. Standby power supply by DG sets shall be ready to be operated and should be available 24 hours
2	Electrical equipments in public areas		Inspect daily to ensure that these areas are locked at all times and limited access is provided to authorized person only
3	Cables and wires		Inspect every week to see cable and wire connections are insulated, clean and firm/ intact
4	Electric Meter		Check all meters once in a month time to ensure that they are functioning and are showing correct readings
5	Light fittings, includes fluorescent, incandescent, high and or low-pressure sodium, mercury vapour and normal bulbs	A minimum of 95% light fittings and fixtures shall be functional	Temporary measures within 4 hours. Permanent restoration within 3 days
6	Switchgear, motor control centres and circuit breaker panels		Ensure that all switchgears, motor control centres and circuit breaker panels are in a good condition. Timely intervention with temporary measures within 4 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by the Maintenance Board and any faulty equipment should be replaced
7	Other electrical equipments like switches, receptacles, wiring, conduit, junction boxes, lighting protection equipment etc	A minimum of 95% of fittings and fixtures shall be functional	Replace faulty electrical equipments, if required, with the same specification within 24 hours after detection
8	All Information Signages and Display Boards shall be visible, legible and functional	Maximum 2% of damaged signages and boards	These shall be cleaned once in a week. Damaged signages and boards shall be replaced, repaired within 7 days of their detection
9	Public Address System	Minimum of 95% of	Regular inspection and

		the public address system components should be functional	maintenance of public address system to ensure its functionality at all times. In case of any fault, temporary measures should be taken within 4 hours and permanent restoration within 7 days
10	Earthing System		Regular maintenance of earthing system to ensure earth continuity at all points in the electrical system upto the main distribution board in each module
VENTILATION AND LIGHTING			
1	Lighting shall be functional		The ventilators, sky-lits etc. serving as source of natural ventilation and other lighting shall be cleaned once in 7 days
CARPENTARY AND RELATED SERVICES			
1	Seating arrangements shall not be damaged	Maximum 5% number of damaged seats	Any damaged seat shall be repaired, replaced within 3 days of detection
2	Other wooden furniture like almirah, office tables, chairs, shelf etc		Any damaged wooden furniture shall be repaired, replaced within seven days of detection
3	Maintenance of Doors and Windows		Any loose hinges of the doors and windows should be taken care off immediately after their detection
MISCELLANEOUS			
1	Telecommunication and Networking Systems shall be functional		Temporary measures within 8 hours, and permanent restoration within 3 days
2	Security		Provide security system and adequate security staff, so as to ensure safety of ADTT
3	Fire Fighting System	Shall be functional at all times	Defective systems shall be replaced within 24 hours
4	Air Conditioning System	(Control Room/ Server Room)	The system shall be operational and functional at all times meeting the designed parameters.
1	IT infrastructure, Computer, Hardware and networking works		12 hours

SCHEDULE-M

MONTHLY USER FEE STATEMENT

1. Name of the Centre:

Month:

Applicant for Driving Test for Type of Vehicle	For corresponding month of previous year		For preceding month		For the month reported upon		
	No. of Applicant s	Fee Collecte d (Rupees)	No. of Applicant s	Fee collecte d (Rupee s)	Fee per Applican t (Rupees)	No. of Applicant s	Fee collecte d (Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2-Wheeler							
3 Wheelers							
4 Wheelers							
Both 2-Wheeler and 3/4 Wheelers							
Grand Total							

Note: The said format can be changed as per the requirement of Concessioning Authority.

SCHEDULE-R

CONCESSIONAIRE'S SHARE IN USER FEE

From Commercial Operations Date (COD), the Concessionaire shall have the right to collect and appropriate User Fee (i.e. Concessionaire's Share of User fee), from the Users, for conducting the driving tests for 2-Wheelers and 3/4 Wheelers}.

The **aire's Share in User Fee for conducting Driving Tests for 2 Wheeler, 3 Wheeler & 4 Wheeler** type of vehicles) shall be based on the below mentioned formula:

- **'A' will be denoted for 2 Wheeler vehicles. 'A' should be provided by the bidder in Indian National Rupee and should be limited to max. Rs.100/- only.**

Service delivery charges for conducting Driving Tests for different type of vehicles (2-Wheeler and 3 & 4-Wheeler) shall be computed based on the below mentioned formula:

Wheeler = Rs 'A' per testing (as quoted by bidder)

- Driving test for 2 –Wheeler = Rs 'A' per testing (as quoted by bidder)
The bidder quoting for 'A' in Indian National Rupee should be limited to max Rs.100/-
Driving test for 3 Wheelers = 'B'= Rs 'A' + 40/- per test
Driving test for 4 Wheelers = 'C'= Rs 'A' + 80/- per test

(* For Payment purpose only: The amount shall be rounded off to nearest Rs 1.00)

The Concessionaire's share in User Fee shall be increased at the rate of 5% in 3rd year and the in 7th year of the concession period over the previous share and is exclusive of Service Tax.

Payment Mechanism

1. The Concessionaire shall develop and implement a suitable Payment Gateway to meet the requirements of online financial transactions. Here, the Concessionaire shall collect, from the User, the Concessionaire's Share in User Fee. It will be the sole responsibility of the Concessionaire to tie up with the banks/ payment aggregator for arranging the payment gateway at his own cost. The Concessioning Authority shall provide its full support wherever required for facilitating tie up with the banks.
2. The below mentioned points to be taken into consideration for collecting User Fees by the Concessionaire:

- (b) the User Fees collection shall be based on per test charges as proposed by the Concessionaire (in its Financial Bid) or as revised during the Concession Period.
- 4. The daily collection report shall be submitted online by the Concessionaire to the Transport Commissioner, Government of Rajasthan.
- 5. No payment to be made for any data entry/ Updation of information etc.
- 6. The User Fee shall be exclusive of the Service Tax and any other direct tax as applicable.

SCHEDULE -U

VESTING CERTIFICATE

1. Transport Commissioner, Government of Rajasthan (the Concessioneing Authority refers to the Concession Agreement dated.....(the "**Agreement**") entered into with ("**Concessionaire**") for Development of Automated Driving Test Tracks for 2 Wheelers and 3/4 Wheelers (the "Project") on build, own, operate and transfer ("**BOOT**") basis.
2. The Concessioneing Authority hereby acknowledges compliance and fulfillment by the Concessionaire of the Divestment Requirements set forth in Clauses of the Agreement on the basis that upon issue of this Vesting Certificate, the Concessioneing Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Concessioneing Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/ or relieving the Concessionaire in any manner of the same.

Signed this _____ day of _____, 20__ at

AGREED, ACCEPTED AND SIGNED
DELIVERED

SIGNED, SEALED AND

For and on behalf of
CONCESSIONAIRE by:

For and on behalf of
Transport Commissioner,
Government of Rajasthan by:

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

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

In the presence of:

1.

2.

SCHEDULE - V

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on thisday of
20.....

AMONGST

1. Transport Commissioner, Government of Rajasthan, having its principal office at Jaipur (hereinafter referred to as the "Concessioneing Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
2. Limited a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, (hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
3.(name and particulars of Lenders' Representative) and having its registered office at, acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

- (A) The Concessioneing Authority has entered into a Concession Agreement dated..... with the Concessionaire (the "Concession Agreement") for Development of Automated Driving Test Track Centres for 2-Wheelers and 3/4 Wheelers" (the Project") in the State on build, own, operate and transfer basis ("BOOT"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) Senior Lenders have requested the Concessioneing Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
- (D) In order to enable implementation of the Project including its financing, upgradation, operation and maintenance, the Concessioneing Authority has agreed and undertaken to

transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Nominated Company" means a company, incorporated under the provisions of the Companies Act, 1956, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Concessioning Authority for assignment/ transfer of the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clauses; and

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby agrees to assigns the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

- 3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.
- 3.1.2 The Concessioneing Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Concessionaire either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

- 3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Concessioneing Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.
- 3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.
- 3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Concessioneing Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 36 of the Concession Agreement, and upon receipt of such notice, the Concessioneing Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred

and eighty) days from the date of such Suspension, the Concessioneing Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Concessioneing Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Concessioneing Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lender's Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire Default

- 3.3.1 Upon occurrence of a Concessionaire Default, the Concessioneing Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.
- 3.3.2 In the event that the Lenders' Representative makes a representation to the Concessioneing Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Concessioneing Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Concessioneing Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

- 3.4.1 The Concessioneing Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Concessioneing Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Concessioneing Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.
- 3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfill the eligibility criteria that were laid down by the Concessioneing Authority for pre-qualify and short listing the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Concessioneing Authority

that all or any of such criteria may be waived in the interest of the Project, and if the Concessioneing Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Concessioneing Authority to:

3.4.3.1 accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;

3.4.3.2 endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

3.4.3.3 enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Concessioneing Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Concessioneing Authority, the Nominated Company shall be deemed to have been accepted. The Concessioneing Authority thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/ deemed acceptance of the Nominated Company; provided that in the event of such objection by the Concessioneing Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Concessioneing Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Concessioneing Authority taken pursuant to this Agreement including the transfer/ assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Concessioneing Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain Concessioneing Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Concessioneing Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Concessioneing Authority shall undertake Termination under and in accordance with the provisions of Article 37 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Concessioneing Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Concessioneing Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Concessioneing Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the User Fee, due to the Concessionaire in accordance with the provisions of the Concession Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

- 7.1.1 The Concessionaire will indemnify, defend and hold the Concessioneing Authority and the Lenders' Representative harmless against any and all proceedings, actions and third

party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

- 7.1.2 The Concessioneing Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Concessioneing Authority to fulfill any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Concessioneing Authority, its officers, servants and agents.
- 7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfill its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1 Dispute Resolution

- 8.1.1 Any dispute difference or claim arising out of or in connection with this agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominee is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with provisions of the Arbitration and Conciliation Act, 1996.
- 8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Jaipur/ Bhubaneswar and the language of arbitration shall be English.

8.2 Adjudication by Transport Commissioner, Government of Rajasthan

Notwithstanding anything to the contrary contained in Clause 8.1, all Disputes shall, instead of reference to arbitration under Clause 8.1, be adjudicated upon by the Transport Commissioner, Government of Rajasthan in accordance with the provisions of the Government of Rajasthan and all references to Dispute Resolution Procedure shall be construed accordingly so long as the Authority is duly constituted and functioning. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by the Rajasthan High Court, or no such appeal has been preferred within the time specified in the Applicable Law.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Rajasthan shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Concessioneing Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Concessioneing Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

9.5.1.1 shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

9.5.1.2 shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

9.5.1.3 shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

9.7.1.1 shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

9.7.1.2 except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a

view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/ or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has SIGNED, SEALED AND DELIVERED
 been affixed pursuant to the resolution passed For and on behalf of
 by the Board of Directors of the Concessionaire Transport Commissioner,
at its meeting held on theday of
 Government of Rajasthan by:
20..... hereunto affixed in the presence of
, Director, who has signed these presents (Signature)
in token thereof and, Company Secretary / (Name)
 Authorised Officer who has countersigned the (Designation (Address)
 same in token thereof in the presence of: (Fax No.)
 (e-mail address)

SIGNED, SEALED AND DELIVERED
 For and on behalf of (Signature)
 SENIOR LENDERS by the Lenders' Representative:

(Name)
 (Designation)
 (Signature)
 (Address)
 (Fax No.)
 (E-mail address)

In the presence of:

1.

2.