

NOTICE INVITING TENDER (NIT)

MODERNIZING TRANSPORT OFFICES FOR CITIZEN SERVICES DELIVERY IN PPP MODE

Transport Department, Government of Rajasthan

NIT Number: _____

Date: _____

Transport Department Headquarters,

Parivahan Bhawan,

Sahkar Marg, Jaipur

Rajasthan – 302005

List of Acronyms

Acronym	Meaning
CMMi	Capability Maturity Model integration
COTS	Commercial Off the Shelf
e-procurement Portal	Electronic Procurement Portal: https://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
e-GRAS	Online Government Receipts Accounting System
DTO	District Transport Office
ESI	Employee State Insurance
ERP	Enterprise Resource Planning
FRS	Functional Requirement Specifications
IT	Information Technology
INR	Indian Rupees
IPR	Intellectual Property Rights
IVR	Interactive Voice Response
LoA	Letter of Award
NIT	Notice Inviting Tender
NIC	National Informatics Centre
OEM	Original Equipment Manufacturer
PMU	Project Management Unit
PoA	Power of Attorney
PPP	Public Private Partnership
PF	Provident Fund
PCI DSS	Payment Card Industry Data Security Standard
RBI	Reserve Bank of India
RTO	Regional Transport Office
RTPP	Rajasthan Transparency in Public Procurement Rules, 2013
SoW	Scope of Work
TD	Transport Department, Government of Rajasthan
ToR	Terms of Reference

Key Definitions

The words and expressions beginning with capital letters and defined in this NIT shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules annexed thereto. Words defined in capital but not defined in this NIT shall have the meaning as used in common parlance.

Term	Definition
Applicant	A citizen who avails a service through the Transport Application and the Front Office
Associate	A person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law
Bid	All documents submitted by the Bidder as per the requirement in this NIT.
Bidder (s)	Party that submit Bids in accordance with this NIT. The Bidder shall be the prime point of contact for the Transport Department and shall be solely liable for the discharge and administration of all the obligations for this project.
Contract/Contract Agreement	The contract signed by Transport Department with the Successful Bidder in response to this NIT, including this NIT document, all its annexures, any clarifications that may be issued to this NIT, modifications (if any) to this NIT, and the Successful Bidder's response to this NIT.
Contract Material	All movable and immovable assets whether tangible or intangible used in relation to or pertaining to the Project, including: <ul style="list-style-type: none"> a. all assets procured, installed, built or created pursuant to this Contract; b. all data provided to or created by the Service Provider pursuant to this Contract; c. all project information created or in the possession or control of the Service Provider; d. all Intellectual Property Rights; e. all IT system hardware, tools, equipment and spares; and f. the detailed design(s).
Constituent	An entity, as a single Bidder or part of Joint Venture or Consortium, taking part in this NIT
EC	Evaluation Committee or equivalent committee set up by the Transport Department for evaluation of the bid responses for this NIT.
Equipment	All IT hardware, software and other non-IT infrastructure deployed as a part of the Contract.

Term	Definition
Front Office	Front Office is such office that shall be developed for the Transport Department by the Selected Bidder to comply with the Functional Requirement Specifications, SLAs, and other specifications/guidelines as specified in this NIT. Such office should have an aesthetic layout, cause convenience to citizens and has IT enabled operations for efficient and effective delivery of citizen services
FRS	A functional requirement specification (FRS) is expected requirement of the application/ software or the product's, as envisaged in the Project
Government/ Government of Rajasthan	Government of the Transport Department's state. In this Project, Government means Government of Rajasthan
Intellectual Property Rights	Intellectual property rights refers to the general term for the assignment of property rights through patents, copyrights and trademarks. These property rights allow the holder to exercise a monopoly on the use of the item for a specified period.
Multi-locational Projects	Multi-locational Projects are those projects in which citizen services were delivered from atleast 5 different delivery centers as a part of the cited project.
OEM	Original equipment manufacturer of a software or hardware product who has the authority to provide licenses for use of such product
Personnel	Personnel means the Bidder's personnel
Project Management Unit	Project Management Unit is a team as set up by Transport Department to oversee the overall project and act as a bridge between Bidder and Transport Department.
Project	The project to modernise transport offices for citizen services delivery in PPP mode for the Transport Department, Government of Rajasthan, as described in this NIT
Party (ies)	Each of the Transport Department and Service Provider are individually referred to as a "Party" and collectively as "Parties".
Services	The services to be provided by the Bidder to the Transport Department in accordance with the scope of work and other requirements as set out in this NIT, and in accordance with the Contract, including any changes that may be agreed thereto
Service Provider	The Successful Bidder to whom the contract is awarded by the Transport Department, Government of Rajasthan
Successful Bidder	Successful Bidder is the Bidder who qualifies technically and comes up as the L1, following the selection procedure in adherence to the bid evaluation criteria
Sub-Contractor	Any person or entity to whom the Service Provider subcontracts any part of the Services, including a sub-contractor of such appointed sub-contractor.
Sarathi	Sarathi application of the Ministry of Road Transport and Highways

Term	Definition
Transaction	A Transaction is a service availed by the Applicant for which he/she has been issued a Token in the Front Office for in - office processing of the application.
Transport Application	Transport Application is the application that shall be developed by the Successful Bidder for providing services as specified in this NIT and that shall be available as a Mobile Application and Web Responsive website available for use at the Front Office and Applicants.
Transport Department	Transport Department of Government of Rajasthan
Vahan	Vahan application of the Ministry of Road Transport and Highways
Value Services Added	Services that shall be provided by the Service Provider for the ease of Applicant

Disclaimer

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

This NIT document is not an agreement and is neither an offer nor invitation by Transport Department to the prospective Bidders or any other person. The purpose of this NIT document is to provide interested parties with information that may be useful to them in making their technical and financial offers ("Bid(s)") pursuant to this NIT document. This NIT document includes statements, which reflect various assumptions and assessments arrived at by Transport Department in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for Transport Department, its employees or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this NIT document. The assumptions, assessments, statements and information contained in this NIT document, 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 NIT document and obtain independent advice from appropriate sources.

Information provided in this NIT document 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. Transport Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Transport Department, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or 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 NIT document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT document and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT document or arising in any way for participation in this Bid.

Transport Department 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 NIT document. Transport Department 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 NIT document.

The issue of this NIT document does not imply that Transport Department is bound to select a Bidder or to appoint the Successful Bidder for the Project and Transport Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all their costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Transport Department or any other costs incurred in connection with or relating to Bid. All such costs and expenses will remain with the Bidder and Transport Department 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.

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Document composition

This NIT documents comprises of the following parts:

Section I: Instruction to Bidders

Section II: Terms of Reference

Section III: Formats of Bid submission

Section IV: Draft Contract Agreement

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Section I: Instruction to Bidders

NOTICE INVITING TENDER

(National competitive bidding through e-procurement portal mode only)

NIT No. _____ dated _____

1. Transport Department, Government of Rajasthan (Hereinafter referred to as "Transport Department") intends to engage an agency for **development, operation and maintenance of modern front offices, under PPP mode, for Transport Department, Government of Rajasthan.**
2. The project shall entail provision of complete solution and skilled resources for development, operation and maintenance of modern front offices, under PPP mode, for Transport Department, Government of Rajasthan. The project period of engagement shall initially be **05 (five) years.** This may be extended, at the mutual discretion of either parties, for another **01 (one) year** subject to satisfactory services and continued requirement of the Transport Department.
3. The e-Bid shall be submitted latest by _____ **before** _____ **hrs (the bid due date).** Bid shall be valid for 75 calendar days w.e.f. bid due date. Detailed NIT document may be seen/ downloaded from Transport Department website <http://www.transport.rajasthan.gov.in> and e-procurement portal: <https://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>, amendments/addendum/corrigendum, if any, will be hosted on the Transport Department website and e-procurement portal. For any queries pertaining to the NIT and/or tender process, prospective Bidders may contact :

Mr. Rajesh Sharma
Deputy Transport Commissioner (Planning and Development)
Transport Department Headquarters,
Parivahan Bhavan,
Sahkar Marg, Jaipur
Rajasthan – 302005
E-mail: transport.pd@rajasthan.gov.in
Contact: +91 – 9461631218

SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES

S. No.	Event Description	Date
1.	Notice inviting tender	
2.	Last date for receiving queries	
3.	Pre-bid meeting at Transport Department head quarter	
4.	Responses to queries	
5.	Bid due date	
6.	Physical submission of requisite documents as per NIT	
7.	Opening of technical bid at Transport Department	
8.	Declaration eligible / qualified Bidders	Within _____ days from Bid due date
9.	Opening of financial bid	within _____ days from Bid due date
10.	Letter of Award (LoA)	Within _____ days of Bid due date
11.	Validity of Bid	_____ days from Bid due date
12.	Signing of Contract Agreement	Within _____ days of award of LoA

1. Tender application fee, Bid security and general terms

- 1.1. Bidder should pay **tender application fee** (non-refundable) of **INR 25,000/- (Indian Rupees twenty five thousand only)** only in the form of "Pay Order" or "Demand Draft", drawn on a scheduled bank in India and drawn in favour of "Transport Commissioner, Government of Rajasthan" and payable at Jaipur, Rajasthan.
- 1.2. The **Bid security** of INR _____ (**Indian Rupees _____ only**) shall be furnished in the form of "Pay Order" or "Demand Draft", valid for a period of not less than 90 days (and further extendable to 90 days), drawn on a scheduled bank in India and drawn in favour of "**Transport Commissioner, Government of Rajasthan**" **payable at Jaipur, Rajasthan** or the Bidders will have an option to provide Bid security in the form of bank guarantee and in such event, the validity period of the 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, and may be extended as may be mutually agreed between the Transport Department and the Bidder from time to time. Transport Department shall not be liable to pay any interest on the Bid security deposit. In addition to tender application fee and Bid security, Bidders are also required to submit RISL processing fee of INR 1,000 (One Thousand Only), in the form of Demand Draft/ Banker's cheque drawn on a scheduled bank in India and drawn in favour of "**Managing Director, RISL**" **payable at Jaipur, Rajasthan**
- 1.3. Any Bid *not accompanied* by an acceptable Bid security in the prescribed manner shall be summarily rejected.
- 1.4. The Bid security of all unsuccessful bidders shall be returned without interest normally within 90 days after finalization of the tender process i.e. signing of the Contract Agreement with the Successful Bidder.
- 1.5. **Forfeiture of Bid security:** The Bid security shall be forfeited and/ or appropriated by Transport Department as mutually agreed genuine pre-estimated compensation and as damages payable to Transport Department for, *inter-alia*, time, cost and effort of Transport Department without prejudice to any other right or remedy that may be available to the Transport Department under the provisions in the NIT and/or under the Contract, or otherwise, under the following circumstances:
 - 1.5.1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
 - 1.5.2. If the Bid is withdrawn during the intervening period between the Bid due date and the expiration of the Bid validity; or
 - 1.5.3. If the Bidder tries to influence the evaluation process; or
 - 1.5.4. If the Bidder breaches any provision of code of integrity, as provided under Rule 80 of Rajasthan Transparency in Public Procurement Rules, 2013.
 - 1.5.5. If the Bidder having been notified Successful Bidder by Transport Department with the issuance of Letter of Award (LoA) during the Bid validity period:
 - a. Fails or refuses to furnish the performance security, in accordance with the conditions of NIT; or
 - b. Fails or refuses to execute/ the Contract within the stipulated time frame.
- 1.6. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a JV/Consortium shall not be entitled to submit another Bid either individually or as a member of any other JV/ Consortium, as the case may be.
- 1.7. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- 1.8. The Bidding documents including this NIT and all attached documents, provided by the Transport Department are and shall remain or become the property of the Transport Department and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. 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 provisions of this Clause 1.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and the Transport Department will not return to the Bidders any Bid, document or any information provided along therewith.
- 1.9. Notwithstanding anything to the contrary contained herein, in the event that the Bid due date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the period defined in this NIT, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2. Eligibility and qualification criteria

2.1. Bidders must fulfil the criteria listed below:

S.No.	Criteria	Description	Required Documents
1	Registration Status	The Bidder must be a company incorporated / registered in India under the Companies Act 1956 (and 2013) or as amended from time to time, for at least 5 years (prior to the date of bid submission), or an LLP firm, registered under the Limited Liability Partnership Act, 2008.	<i>Certificate of incorporation / registration must be submitted as documentary proof for the same.</i>
2	Joint Venture	<p>A Joint Venture (JV)/ Consortium is permissible subject to fulfilling following conditions:</p> <ul style="list-style-type: none"> i. Maximum number of members in the JV or Consortium shall be two; ii. The parties in a JV or Consortium shall be jointly and severally liable; iii. Members of the JV/ Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have at least 50% (fifty per cent) stakes in the JV/ Consortium. The nomination(s) shall be supported by a Power of Attorney (the "Power of Attorney"), as per the format at Form T-4, signed by all the members of the JV/ Consortium. iv. Members of the JV/ Consortium shall jointly fulfill eligibility and qualification criteria, as listed under this Section 2; 	<p><i>Power of Attorney, as per the format at Form T-4, signed by all the members of the JV/ Consortium</i></p> <p><i>Joint Bidding Agreement, in the format specified at Form T-5</i></p>

S.No.	Criteria	Description	Required Documents
		<p>v. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations.</p> <p>vi. An individual Bidder cannot at the same time be member of a JV/ Consortium submitting a proposal in response to this NIT. Further, a member of a particular JV/ Consortium cannot be member of any other JV/ Consortium submitting a proposal in response to this NIT.</p> <p>vii. Members of the JV/ Consortium shall enter into a binding Joint Bidding Agreement, in the format specified at Form T-5 (the "Joint bidding agreement"), for the purpose of submitting a Bid.</p> <p>Note:</p> <p>i. No change in the constitution of JV/ Consortium will be allowed during the entire period of contract validity.</p> <p>ii. In the event of failure of sustenance of JV/ Consortium, the contract shall be cancelled, Bid security forfeited and each constituent of JV/ Consortium debarred for 2 years from undertaking any works of the Transport Department. Further, in the event of contract already having been awarded, the same, including its supplementary sections, annexures, appendices and schedules, shall be terminated and the Performance Bank Guarantee(s) shall be forfeited by the Transport Department.</p> <p>iii. The Joint Bidding Agreement should clearly describe the responsibility of each partner, categorized under technical and financial obligations</p>	
3	Experience	<p>The Bidder should have the following experiences:</p> <p>1. a) Development, operation and maintenance of a minimum of three (03) front office projects for government/ PSU based organizations within the past 10 years* (Ten years),</p>	<p><i>Project citation, copies of client certificate, copies of work order, contract with scope of work and self-</i></p>

S.No.	Criteria	Description	Required Documents
		<p>b) Each project must be Multi-locational Project with atleast one such project executed in India.</p> <p>c) Each project must have deployment and management of IT (Software & Hardware), non-IT infrastructure and manpower for counter based operations as a part of the scope.</p> <p>2. Processed at least 50 lacs (Fifty Lacs) transactions in past 05 (Five) years, and at least 20 lacs (Twenty Lacs) transactions in any one year therein.[#]</p> <p>Note:-</p> <ul style="list-style-type: none"> The Bidder shall not submit more than 10 relevant experiences At least one relevant project shall be completed satisfactorily by the Bidder. <p>[#]These shall be cumulative of 03 (three) projects being sighted as above for qualification</p>	<p><i>certification as per format at Form T-6 to be submitted as part of the Bid</i></p> <p><i>In addition completion certificate (s) for at least one relevant project (s).</i></p>
4	Turnover & Net worth	<p>The Bidder should be an Indian company having positive net worth, and have an average annual turnover of atleast INR 100 crores (Indian Rupees One Hundred Crores only) over the past three financial years immediately preceding the Bid due date.</p> <p>In case of a JV/ Consortium, the combined Turnover, net worth and experience of those members, who have at least 26% (twenty six per cent) stakes in the JV/ Consortium, should satisfy the eligibility and qualification criteria, as provided in this section.</p> <p>Note:</p> <p>(1) The Bids must be accompanied by the audited annual financial reports of the Bidder (of each member in case of a JV/ Consortium), audited and approved by a statutory auditor, for the last 3 (three) financial years, immediately preceding the Bid due date.</p> <p>(2) In case the annual accounts for the latest financial year are not audited and are unavailable, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual financial reports for 3 (three)</p>	<p><i>Details as per format provided in Form T-7 duly certified by the statutory auditor.</i></p> <p><i>Copies of finalized and audited annual financial reports for the last 3 years (three years) duly signed and stamped by the statutory auditor should also be submitted in the technical bid.</i></p>

S.No.	Criteria	Description	Required Documents
		<p>years preceding the year for which the audited annual report is not being provided. Accordingly, for meeting the average annual turnover criteria, such financial years for which audited annual reports are provided shall be considered and net-worth of the latest audited annual report available shall be considered for all purposes, in this NIT.</p> <p>(3) Certificate(s) from its statutory auditors specifying the annual turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year, substantially as per Form T-7, shall be provided.</p>	
5	Blacklisting	A Bidder blacklisted/ declared ineligible by any agencies operating under Central Government/ State Government/ Public sector undertakings/ Government bodies/ Autonomous agencies or their executing agencies shall be ineligible to participate in this Bidding process of this NIT.	A self-declaration confirming the same as per format provided in Form T-8
6	Debar	<p>A Bidder whose board of directors has been debarred by the RBI for any reason whatsoever shall be ineligible for participation in the Bidding process of this NIT</p>	<p>A self-declaration confirming the same as per format provided in Form T-8.</p> <p>A list of board of directors of the Bidder certified by the company secretary as of the date of submission of the Bid should be submitted.</p>
7	Termination	A Bidder determined non-performing or having been terminated on any project during last three years by Central Government/ State Government/ Public Sector Undertakings/ Government bodies/ Autonomous agencies or their executing agencies will not be eligible to participate in this NIT	A self-declaration confirming the same as per format provided in Form T-8.
8	Manpower	The bidder shall have atleast 250 full time employees on its payroll. This shall not include contractual employees as well as employees enrolled as a part of secondment	A Self-certificate on the Bidder's letterhead to

S.No.	Criteria	Description	Required Documents
			<i>this effect duly signed by the company secretary, Director, or HR certifying strength of employees and counter signed by the Authorized Signatory of the Bidder</i>
9	Certifications	A Bidder should have at least a valid ISO 9001 certificate and CMMi certification of level 3 or above	<i>Copy of ISO certificate and CMMi certificate as per format provided in form T-10.</i>

2.2. Conflict of Interest:

- 2.2.1. A Bidder shall not have a conflict of interest that may affect the Bidding process (the "**conflict of interest**"). Any Bidder found to have a Conflict of Interest shall be summarily disqualified. In the event of disqualification, the Transport Department shall forfeit and appropriate entire Bid security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and/ or incurred by the Transport Department and not by way of penalty for, *inter alia*, the time, cost and effort of Transport Department including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Transport Department hereunder or otherwise.
- 2.2.2. Transport Department requires that the Selected Bidder provides professional, objective, and impartial advice and at all times hold Transport Department's interests paramount, avoid conflicts with other assignments or its own interests. The Selected Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment and as per the best interests of Transport Department.
- 2.2.3. A Bidder shall be deemed to have a conflict of interest affecting the Bidding process, if:

- 2.2.3.1. a constituent of Bidder is also a constituent of another Bidder; or
- 2.2.3.2. such Bidder, its member or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder, its member or its Associate; or
- 2.2.3.3. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 2.2.3.4. such Bidder, its member or its Associates has a relationship with another Bidder, its member or its Associates, directly or through common third parties, that puts them in a position to have access to each other's information about the Bids, or if they actually share or access each other's information regarding the Bids or to influence the Bid of either or each of the other Bidder; or
- 2.2.3.5. there is a conflict among this and other assignments of the Bidder (including its member, Associates, personnel and subordinates) and the assignments of any subsidiaries or entities controlled by such Bidder or the subsidiaries or entities of which the Bidder is a common shareholder ; or
- 2.2.3.6. a company/firm which has been engaged by the Transport Department to provide goods and/or works and/or services for a project, and its Associates, will be disqualified from providing consulting services for the same project and/or associated services, conversely, a firm hired to provide services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods and/or works and/or services related to the same project and/or associated services; or
- 2.2.3.7. Bidders should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or
- 2.2.3.8. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, member or Associate, as the case may be) in the other Bidder, its member or Associate, is not more than 25% (Twenty five percent) 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, 1956/2013. For the purposes of this Clause 2.2.3, 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% of the subscribed and paid up equity shareholding of such intermediary; or

- 2.2.3.9. For purposes of this NIT Document, the meaning and interpretation of the term "Associate" shall be as provided in the section of Key Definitions.
- 2.2.4. The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of Transport Department. All conflicts must be declared as and when the Bidder becomes aware of them.

3. Clarification regarding NIT document

- 3.1. A prospective Bidder requiring any clarification regarding the NIT may notify Transport Department in writing or e-mail, only through its primary contact person, at Transport Department's provided address indicated in the NIT. Transport Department will respond to any request for clarification which is received before the pre-Bid meeting.
- 3.2. Transport Department will not be responsible for any queries which any of the Bidders may claim to have sent but did not reach the designated email Id/address of the Transport Department.

3.3. Pre-Bid Meeting

- 3.3.1. The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at Transport Department Headquarters, Parivahan Bhavan, Sahkar Marg, Jaipur, Rajasthan – 302005, as mentioned in the Schedule of Important Events.
- 3.3.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this NIT document. All Bidders are requested to go through the NIT document carefully and submit any queries/ clarifications addressed to the Deputy Transport Commissioner (Planning and Development). The Bidder is requested to submit any questions / queries by email in editable .doc/.docx format at transport.pd@rajasthan.gov.in so as to reach Transport Department well before the scheduled meeting.
- 3.3.3. Clarifications to the queries will be hosted on Transport Department's website/ e-procurement portal only.
- 3.3.4. Any modification in the NIT document which may become necessary as a result of the deliberations in the pre-Bid meeting shall be made by Transport Department separately through issue of an addendum/ amendment and will also be hosted on Transport Department's website/ e-procurement portal.

4. Accessing Bid documents, preparation and submission of Bid

- 4.1 Detailed NIT document can be viewed / downloaded from Transport Department website/e-procurement portal.
- 4.2 Bidder(s) have to pay (a) the tender application fee (non-refundable); (b) RISL fee and (c) Bid security, in the prescribed manner.

4.3 Accessing/Purchasing of Bid Documents:

- 4.3.1. It is mandatory for all the Bidders to have class-III digital signature certificate (with both signing and encryption certificate) (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CAs") [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-procurement portal of Transport Department. The authorized signatory holding Power of Attorney (PoA) or the person executing/delegating such PoA, shall only be the digital signatory. In other cases, the Bid shall be considered non-responsive
- 4.3.2. To participate in the submission of the Bid against the NIT, it is mandatory for the Bidders to get themselves registered on the e-procurement portal and to have user ID & password.
- 4.3.3. Following may be noted:
 - 4.3.3.1. Registration should be valid at least up to the date of submission of Bid.
 - 4.3.3.2. Bids can be submitted only during the validity of registration with the Transport Department's e-procurement portal.
 - 4.3.3.3. The amendments/clarifications to the NIT, if any, will be hosted on the Transport Department's website as well as e-procurement portal.
 - 4.3.3.4. If the Bidder is already registered with e-procurement portal of Transport Department and validity of registration has not expired, the Bidder is not required to register afresh.

4.4 Preparation & Submission of Bids:

- 4.4.1. Detailed NIT may be downloaded from Transport Department's website or e-procurement portal and bid shall be submitted online following the instruction appearing on the screen.
- 4.4.2. The following documents shall be submitted in ORIGINAL to the Transport Department on or before the prescribed date & time for submission of Bids.
 - a. Tender application fee in the manner prescribed.
 - b. RISL processing fee in the manner prescribed.
 - c. Bid security in the manner prescribed.
 - d. Original Power of Attorney in favour of authorized signatory in the format prescribed in this NIT document.
 - e. if applicable, Power of Attorney for lead member of JV/ Consortium in the format prescribed in this NIT document.
 - f. if applicable, Joint bidding agreement for JV/ Consortium in the format prescribed in this NIT document.

- 4.4.3. The technical and financial bids should be submitted online only in the prescribed format given on the e-procurement portal. No other mode of submission is acceptable.
- 4.4.4. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. The person who signed the Bid must initial such corrections. Submission letters for the Technical and Financial Bids should respectively be as per the format provided.
- 4.4.5. An authorized signatory of the Bidder shall initial all the pages of the original Bid. The authorization shall be in the form of a written Power of Attorney, as provided in Form T-3, accompanying the Bid.

4.5 Bid Validity

The Bid should remain valid for a period of 75 calendar days from the Bid Due Date. Transport Department will make its best efforts to complete the evaluation process and work award within the Bid Validity period. Under exceptional circumstances, prior to expiry of the Bid Validity, Transport Department may request Bidder to extend the Bid Validity for specified additional period. Such request by Transport Department and reply / response from Bidder shall be in writing. The Bidder(s) not agreeing to such extension will be allowed to withdraw their Bids without forfeiture of their Bid security.

4.6 Bid Composition

The Bid shall comprise of the following:

a. PART 1 – Pre-Qualification: Document in original to be physically submitted at Transport Department before prescribed time limits under schedule of important events / activities

The Documents as specified in clause 4.4.2 above shall be placed in a sealed envelope. The envelope should bear the following identification:

"NIT for -----." and addressed to:

ATTN OF: Mr. Rajesh Sharma
DESIGNATION: Deputy Transport Commissioner (Planning and Development)
ADDRESS: Transport Department Headquarters, Parivahan Bhavan, Sahkar Marg, Jaipur, Rajasthan – 302005
E-MAIL: transport.pd@rajasthan.gov.in

The envelope should also bear the Bidder's name & address. If the envelope is not sealed and marked as above, Transport Department will assume no responsibility for the misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.

Notes:

- (i) Documents as specified above, if received by Transport Department after the prescribed deadline (Bid due date) will be returned unopened to the Bidder
- (ii) If any requisite document(s)/ certificate(s) are not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
- (iii) The Technical Bid shall not include any commercial quote.
- (iv) In case of extension of time and date, as given under the Schedule of Important Events/Activities, by the Transport Department, suitable publicity shall be given in the manner, as was given at the time of issuance of the original NIT, through publication of a corrigendum.

b. PART 2 (Technical Bid to be uploaded on e-procurement portal)

- i. The technical bid shall include documents as listed in section 2.1 of "section I: Instruction to Bidders" of this NIT, including:
 - Form T-1 to T-10 as listed in "section III: Formats of Bid submission"
 - Self-certificate on the Bidder's letterhead certifying the number of full time employees, duly signed by the company secretary, Director, or HR and counter signed by the Authorized Signatory of the Bidder
- ii. Stipulated documentary evidence attested by the authorised signatory in support of their claim for fulfilling the prescribed eligibility and qualification criteria and an undertaking on the Bidder's letterheads to the fairness of these documents in support of their claim while submitting the Bids.
- iii. Self-declaration irrespective of any conflict of interest prescribed under clause 2.2 of eligibility criteria;

c. PART 3 Financial Bid (In the prescribed format on e-procurement Portal of Rajasthan)

- i. Financial Bid shall be submitted online on e-procurement portal in the prescribed format as per Format F-1, so as to be downloaded well before the Bid due date from e-procurement portal.
- ii. The Bid should include all the charges payable in full compliance to the scope of work and other terms specified in the NIT document. No additional payments whatsoever are envisaged.
- iii. The Bid shall clearly state the user fee per transaction, inclusive of GST.
- iv. The prices quoted by the Bidder and accepted by the Transport Department shall hold good till the completion of the contract, and no additional claims will be admissible on account of any price variation or fluctuation in the market rates, except where mutually agreed.
- v. Discount, if any, offered by the Bidders shall not be considered; only the price after discount will be considered for evaluation of Bids. Conditional discounts shall not be considered for evaluation of Bids.
- vi. Bidder should note that Income tax payable by the Bidder is not reimbursable by Transport Department. TDS will be applicable on all payments made by Transport Department as per applicable law.
- vii. In case of any difference in figures and words, the amount mentioned in words will prevail.

4.7 Cost of Bidding

The Bidder shall be responsible for all the cost associated with the preparation and submission of their Bids including subsequent negotiation, visits to Transport Department, project site etc. Transport Department shall not be responsible and bear no liability whatsoever for such costs, regardless of the conduct or outcome of the Bidding process.

4.8 Language of the Bids

The Bid and all communications in relation to or concerning the NIT shall be in **English language**. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of the documents are in any another language, they must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretations of the Bid, the original documents attached with the Bid or the information incorporated in the Bid shall be final and binding.

4.9 Bid Currency

All prices should be quoted only in Indian Rupee (INR). Bids submitted in any other currency shall be summarily rejected.

4.10 Modification /Substitution/ Withdrawal of Bids:

- 4.10.1. The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid due date.
- 4.10.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid due date, unless the same has been expressly sought for by the Transport Department, shall be disregarded.
- 4.10.3. For modification of Bid, Bidder has to click on edit bid option and resubmit digitally signed modified bid.
- 4.10.4. For withdrawal of Bid, Bidder has to click on withdrawal icon at e-procurement portal to withdraw its Bid.
- 4.10.5. Before withdrawal of a Bid, it may noted explicitly that the Bidder cannot be re-submit the Bid, once withdrawn.

4.11. Opening & Evaluation of Bids

- 4.11.1. Opening and evaluation of Bids will be done through online process.
- 4.11.2. The Bids will be opened online on the due date and time prescribed in the NIT document in the presence of the Bidders who choose to attend. The Transport Department will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- 4.11.3. Prior to evaluation of Bids, the Transport Department shall determine whether each Bid is responsive to the requirements of this NIT.

- 4.11.4. 'Financial Bid' of non-responsive Bidders shall not be opened.
- 4.11.5. The Technical Bid of only those Bidders shall be opened who ensure physical submission of mandatory documents in original in compliance to provision at clause 4.4.
- 4.12. To assist in the examination, evaluation, and comparison of Bids, Transport Department may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by Transport Department in the evaluation of the Bids.
- 4.13. Except in case any clarification is asked by the Transport Department, no Bidder shall contact Transport Department on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of Transport Department, it should do so in writing at the address prescribed in the Notice Inviting Tender.

5. Bid evaluation criteria and selection procedure

- 5.1. The Bids shall be opened online by the Evaluation Committee on the date and time prescribed. Prior to evaluation of the bids, Transport Department shall determine as to whether each bid is responsive to the requirements of this NIT document. A Bid will be declared non-responsive in case:
 - a. If a Bidder submits more than one bid against this NIT or;
 - b. The physical submissions are incomplete / inadequate to the requirements of the NIT Documents or;
 - c. Bid is submitted without applicable fee(s) and bid security or;
 - d. If the authorized signatory holding Power of Attorney (PoA) or the person executing/delegating such PoA and digital signatory are not the same or;
 - e. If a Bidder submits a conditional bid or makes changes in the terms and conditions given in this NIT document or;
 - f. Failure to comply with all the requirements of NIT document by a Bidder or;
 - g. If the Bid is not submitted in the formats prescribed in the NIT document or;
 - h. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive or;
 - i. If the envelope containing physical submission is not sealed and marked as prescribed in the NIT document or;
 - j. A Bid valid for a period of time shorter than prescribed in the NIT document.
- 5.2. A Bid may be construed as a non-conforming Bid and ineligible for consideration or eligible for disqualification under the following conditions:
 - a. If the Bid is incomplete in any respect

- b. If it does not comply with the requirements and scope of this NIT
 - c. If a Bid response does not follow the format requested in this NIT.
- 5.3. A three-stage procedure, as under, shall be adopted for evaluation of the bids:
- a. **Document Evaluation - First Stage:** The Evaluation Committee shall carry out initial screening of bids by examining the documents as documented in section 4.6 Section I of this NIT.
 - b. **Technical Evaluation - Second Stage:** Bidders that meet the minimum qualification criteria as specified in section 2.1 of this NIT, shall be qualified technically and shall be eligible the third stage.
 - c. **Financial Evaluation - Third Stage:** In this stage, financial bids of only those Bidders shortlisted after second stage shall be opened. The date of opening shall be intimated to such Bidders. The work shall be awarded on the following basis:
 - i. The Bidder who shall give lowest price per Transaction, shall be declared as selected bidder.
 - ii. The Successful Bidder shall be awarded the work subject to Transport Department verifying the documents submitted by it.
 - iii. In the event that, the assessed Bid price of two or more Bidders (the "Tie Bidders") is the same (the "Tie Bids"), the Transport Department shall identify the Successful Bidder by the process of reverse bidding. The Transport Department shall call for re-submission of financial bids from the "Tie Bidders" in a sealed envelope, within stipulated time, and such bid shall be opened in the presence of the Tie Bidders who choose to attend and in the event if Lowest Bidder is not selected for any reason, the Transport Department shall annul the Bidding Process and invite fresh Bids. In the event that the Transport Department rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
 - d. The Financial Bids shall be opened online. The Evaluation Committee will determine whether the submitted financial bids are complete in all respects, as stipulated through the NIT requirements and terms and conditions.
 - e. The Successful Bidder shall be intimated by Transport Department through Letter of Award (LoA). Upon issue of LoA the Successful Bidder shall be required to furnish Letter of Acceptance and Performance Security and other guarantees as prescribed in the NIT document. Transport Department shall have the right to get the bank guarantees verified from the respective issuing bank. Upon receipt of verification, the Successful Bidder shall be invited to sign the contract with Transport Department. The format of Contract Agreement is prescribed in the NIT Document.
 - f. Transport Department reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by Transport Department in respect of such bids.

6. Performance Security

- 6.1. Upon issue of a Letter of Award (LoA) by Transport Department, the Successful Bidder shall be required to furnish an unconditional and irrevocable Performance Security (the "Performance Security") in the form of a Performance Bank Guarantee (PBG) in the prescribed format **within a period of 15 days**. The PBG shall be for an amount

of INR _____/- (Indian National Rupee) and should be in favour of "_____", Jaipur, Rajasthan. Validity of the Performance Security shall be initially for a period of one (1) year and subsequently be renewed annually until six months beyond the date of completion of contract. In case the contract is extended, the Successful Bidder shall extend the validity of PBG appropriately such that it remains valid until six months beyond completion of the contract. The Successful Bidder may have to furnish enhanced Performance Security if the number of RTO/DTO offices under the scope of project exceeds the number of RTO/DTO offices mentioned in the Bid.

- 6.2. The PBG should be issued by a nationalized bank, or a scheduled Indian bank or a foreign bank located in India and be approved by Reserve Bank of India (RBI) in favour of the _____, payable at Jaipur.
- 6.3. The acceptance of the PBG shall also be subject to the following condition:
 - a. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
 - b. The bank guarantee issued by a cooperative bank shall not be accepted.
- 6.4. After acceptance of Performance Security by Transport Department, the Bid security of the Successful Bidder shall be returned without interest.

7. Miscellaneous

- 7.1. This NIT document also includes a format of the Contract Agreement to be executed with the Successful Bidder for providing stipulated services to Transport Department. Bidders are advised to study the NIT document along with its amendment/ addendum carefully. Submission of the Bid will be deemed to have been done after careful study and examination of ground realities as well as all the instructions, eligibility norms, terms & conditions, requirements and specifications available in the NIT document including its forms, schedules and annexures, with full understanding of its implications and with unconditional agreement with the terms and conditions of the NIT document and the procedures for bidding and evaluation, as given in Sections I, II and III. The Bidder is expected to examine carefully all the instructions, conditions of Contract, forms for submitting technical and financial Bids and Scope of Work in the NIT document before submitting their Bids. Failure to comply with all the requirements of NIT document shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the NIT document, shall be declared non-responsive and shall not be considered for evaluation.
- 7.2. This NIT does not constitute an offer by the Transport Department. The Transport Department makes no commitments of any nature whatsoever, explicit or implicit, of this process resulting in a business transaction with anyone.
- 7.3. No Bidder shall submit more than one Bid against this NIT. If more than one Bid is received from the same Bidder, all such Bids shall be summarily rejected.
- 7.4. Transport Department will be at liberty to keep the credentials of the Bidders submitted by them at bidding stage, in public domain and the same may be uploaded by Transport Department on its web site. The Bidders shall have no objection if Transport Department uploads/ hosts the information pertaining to their credentials as well as of their key Personnel.

- 7.5. It will be imperative for each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the delivery of the services and/or the cost.
- 7.6. The bidding process shall be governed by, and construed in accordance with, the laws of India and courts at Jaipur, Rajasthan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 7.7. Any dispute arising out of this procurement process shall be referred to the appropriate authority, as per provisions contained in RTPP Act, 2013 or as amended from time to time. The decision of such authority in this regard shall be final and binding on the parties.
- 7.8. In case of any dispute arising due to omission of any clause, RTPP Act 2013 shall prevail and shall be binding upon.
- 7.9. Transport Department, in its sole discretion and without incurring any obligation or liability, reserves 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. Retain any information and/ or evidence submitted to Transport Department by, on behalf of, and/ or in relation to any Bidder; and/or;
 - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 7.10. Transport Department is not bound to reply/ respond to any representation/ letter or request for Change in Scope of Work, eligibility criteria or any relaxation in respect of the tender conditions. No correspondence will be entertained in this matter.
- 7.11. It shall be deemed that by submitting the Bid, the Bidder agrees and releases Transport Department, 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, pursuant hereto and/or in connection with the Bidding process and waives, to the fullest extent permitted by applicable Law, any and all rights to contest or challenge and/ or produce claims of any nature whatsoever, it may have in this respect, whether actual or contingent, whether present or in future.
- 7.12. It shall be deemed that by submitting this tender to the Transport Department, the Bidder surrenders all legal rights against this tender and its contents herein.

7.13.Verification and Dis-qualification:

Transport Department reserves the right to verify all statements, information and documents submitted by the Bidder in response to this NIT and the Bidders shall, when so required by Transport Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Transport Department shall not relieve the Bidders of its obligations or liabilities hereunder nor will it affect any rights of Transport Department thereunder.

Save as otherwise, Transport Department reserves the right to reject any Bid and/ or declare it non-responsive, if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by Transport Department, the supplemental information sought by Transport Department for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then Transport Department reserves the right to take any such measure as may be deemed fit in the sole discretion of Transport Department including annulment of the Bidding process. Other conditions for a Bid to be declared non-responsive have been laid down in Section 5, clause 5.1.

7.14.Amendment to NIT Documents

- 7.14.1. Any modification in the NIT document shall be made by Transport Department separately through issue of an addendum/ amendment.
- 7.14.2. At any time prior to the bid due date, Transport Department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the conditions specified in the NIT document by an amendment. Any amendment/ addendum thus issued shall be part of the NIT document and shall be communicated by hosting the same on Transport Department's web site/ e-procurement portal and should be taken into consideration by the prospective Bidders while preparing their Bids.
- 7.14.3. In order to give prospective Bidders reasonable time to take the amendment into account in preparing their Bid, Transport Department may, at its discretion, extend the bid due date.
- 7.14.4. The Bidder must read all the instructions in the NIT and abide by the same accordingly.

7.15.Indemnity

The Bidder shall, subject to the provisions of the Contract, indemnify Transport Department for any direct loss or damage caused on account of any act/ omission by the Bidder.

7.16. Proprietary Data

All documents and other information provided by Transport Department or submitted by a Bidder to the Transport Department shall remain or become the property of Transport Department. Bidders are to treat all information as strictly confidential. Transport Department will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Successful Bidder to Transport Department in relation to the services shall be the property of Transport Department.

The Successful Bidder shall not keep any copy of the data/ video with them without prior permission of the Transport Department. The Successful Bidder shall not use any data / video for any purpose other than that permitted by Transport Department.

Adequate cyber security measures shall be taken to protect the entire system and data from cyber-attacks and data theft.

7.17. Corrupt and Fraudulent Practices

The Transport Department:

- a. requires Bidder observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy:
- b. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;
 - ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of Transport Department, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive Transport Department of the benefits of free and open competition
 - iii. "Coercive Practice" 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;
 - iv. "Undesirable Practice" means (i) Establishing contact with any person connected with or employed or engaged by Transport Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and
 - v. "Restrictive Practice" 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.
- b. will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for the Contract in question;
- c. will be entitled to reject a Bid, or withdraw the Letter of Award, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be. In such an event, the Transport Department 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 Transport Department under the bidding documents and/ or the Contract Agreement, or otherwise.
- d. will blacklist/ declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any Contract by the Transport Department if it at any time

determines that the Bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for, or in executing, any contract of the Transport Department.

DRAFT

Section II: Terms of Reference

1. Scope of Work

This scope of work is for modernizing transport offices for citizen services in PPP Mode by improvement of front end activities of the Transport Department, Government of Rajasthan, and by separating the front end activities from the back end activities by outsourcing the front end activities to an experienced and reputed firm. Front end activities related to Licensing, Registration, Permits and other miscellaneous services are envisaged to be undertaken.

1.1. Background

The Government of Rajasthan (the "GoR"), during its budget announcement for the year 2018-19, has identified development, operation & maintenance of modern Front Offices for TD across the state as one of the key components for better citizen service delivery and enhanced citizen experience. In this regard, Transport Department intends to modernize its offices across the state (12 offices in Phase I for which this NIT is invited), for delivering transport related services to the citizens in a timely, transparent, more accessible reliable manner and in a comfortable and aesthetic environment through streamlined process flow by well trained workforce. The primary concept of modern office is towards delivery of citizen services with a stipulated quality and turn-around time with a robust feedback and grievance mechanism.

1.2. Objective

The project would have multiple objectives for various stakeholders – citizens, employees, and Transport Department. The following table captures the perspectives of these stakeholders

Citizen perspective	Employee perspective	Transport Department
Convenience (Choice of time, place & channel)	Working condition (Layout, Ambiance, Amenities)	Quality service to the citizens
Comfort (Layout, Ambiance, Amenities)		Efficiency
Quality of treatment (Responsiveness)		Employee satisfaction
Query/ Grievance Redressal		
Transparency (Queue management, Status tracking)		

1.3. Outcomes

The envisaged outcomes of the project are as below:

1. Development of a secure and seamless Transport Application layer for citizen applications (as have been detailed in section 1.4 of ToR).
2. Development, operation and maintenance of offices of the Transport Department as per requirement of Transport Department.
3. Transparent, efficient, timely and seamless citizen delivery creating a sublime experience.

1.4. Detailed scope of work

The scope of work primarily involves development, operation and maintenance of front end activities of the Transport Department following a **high level service oriented approach**. These activities broadly involve the licensing, registration and permit functions of the Transport Department. The scope of work can be broadly sub-divided as below:

1. Services related to Transport Department
2. Establishment of IT infrastructure
3. Establishment of non – IT infrastructure
4. Operation, maintenance and management of Front Offices.

1.4.1. Services related to Transport Department

Given below is the indicative and non-exhaustive list of services of the Transport Department which it intends to perform under the revamped model. At present, these services are substantially customer facing and involve interaction of customers with Transport Department's officials at almost all levels of processing.

1.4.1.1 License

The Service Provider is expected to deliver all license related services of the Transport Department, which are currently offered and may be offered in the future, in consultation with the Transport Department.

1.4.1.2 Registration of Vehicles

Under the present system, registration of non – transport vehicles (which intend to register within the same jurisdiction in which they have been sold) is undertaken at dealer point, who are authorized to register such vehicles. All registration other than as mentioned above and services on registration as defined by the Transport Department shall be granted by the Front Office. The Service Provider is expected to deliver all services related to registration process of the Transport Department, which are currently offered and may be offered in the future, in consultation with the Transport Department.

1.4.1.3 Permits

The Service Provider is expected to deliver all services related to permit process of the Transport Department, which are currently offered and may be offered in the future, in consultation with the Transport Department.

1.4.1.4 Other services

This includes services of challan compounding and other miscellaneous services as deemed fit by the Transport Department.

An indicative list of volumes of the above documented services has been provided herewith and marked as Appendix A. It is to be noted that these are the service volumes for the FY 2017 – 18. Transport Department does not guarantee a minimum volume of services and the Bidder is expected to undertake its own due diligence.

The Service Provider is expected to render the following process related services:

Licensing

- Undertake online application till form submission and upload
- Undertake pre-scrutiny and issue token
- Undertake scrutiny
- Collect feedback

Registration and Permits

- Online application for slot management
- Undertake pre-scrutiny and issue token
- Undertake scrutiny
- Collect feedback

Other services

- Dedicated counters for online in office processing

The general flow for rendering the above documented services w.r.t license, registration and permits have been provided herewith and marked as Appendix B. **It is to be noted that these flows are indicative only and the Service Provider is expected to undertake own due diligence in this regard. Transport Department reserves the right to change/ modify these flows as and when deemed fit.**

The list of offices for which the Transport Department is inviting this NIT are as below:

RTO Jaipur (Jagatpura, Jhalana and Vidhyadhar Nagar), RTO Jodhpur, RTO Udaipur, RTO Alwar, RTO Ajmer, RTO Bharatpur, RTO Bikaner, RTO Chittorgarh, RTO Dausa, RTO Kota, RTO Pali and RTO Sikar.

1.4.2 Establishment of IT infrastructure

Establishment of IT infrastructure includes both hardware and software infrastructure.

The Service Provider is expected to:

1. Develop, operate and maintain the below mentioned systems for highly efficient and transparent workflows:
 - a. Transport Application for citizens, which shall be integrated with Sarathi, Vahan, systems of the government. The FRS of this envisaged system is provided herewith and marked as Appendix C.
 - b. Token management system
 - c. Feedback Management System

The timeline for development, operation and maintenance of a Transport Application is as below:

S.No.	Action Pointer	Timeline	Sequence
1	Date of signing of contract	T (Date of commencement)	of

2	Requirement gathering by the Service Provider	T1 = 1.5 Months	Subsequent to previous
3	Submission of detailed project plan and high level design by the Service Provider and subsequent approval	T2 = 1 Month	Subsequent to previous
4	Submission of detailed design by Service Provider and subsequent approval	T3 = 1 Months	Subsequent to previous
5	Development and testing of Transport Application	T4 = 3.5 Months	Subsequent to previous
6	Implementation in office(s) on pilot basis	T5 = 1 Months	Subsequent to previous
8	State wide roll out	T6 = 1 Months	Subsequent to previous

The system shall be rolled out across the state within 09 months from the date of commencement.

The Service Provider may procure Token management system and Feedback Management System.

2. Procure, establish and maintain hardware like computers, printers, scanners, etc. and other networking infrastructure items of same make and model across all offices as specified in this NIT and ensure uniformity. The minimum performance specifications and standards is provided herewith and marked as Appendix D.
3. Upgrade the hardware and Transport Application as and when necessary.
4. Replace the established IT hardware after every three years from the date of commencement of operations or go-live. The Service Provider is expected to incorporate the cost of such replacement in their financial bids itself, and no payment for this shall be admissible separately.

It is to be noted that the Service Provider is expected to procure, establish, maintain, upgrade and replace such hardware for the office area which is designated as Front Office, and shall include hardware provided to all employees of Service Provider, scrutiny staff of the Transport Department, and approving staff of the Transport Department, as decided by the Transport Department, and for all offices as described in this NIT.

1.4.3 Establishment of non – IT infrastructure

This includes works of office refurbishment and in-office design for creating a comfortable and efficacious environment imparting a 'feel good factor' to the citizens. The Service Provider is expected to:

1. Remodel the space (existing space which shall be designated as Front Office) provided by the Transport Department. The designated Front Office shall have good façade, ambience and structured office layout for comfortable movement within the office, in line with

international best practices in such area and in accordance with Transport Department approval.

Indicative office area of the Front Office has been provided herewith and marked as Appendix E.

2. Establish and maintain office interior like furniture, air – conditioners etc. and amenities like water dispensers, etc., in consultation with Transport Department.

It is to be noted that the Transport Department shall provide the raw space, electricity, internet and non-potable water for Front Offices.

Backup electricity shall be provided by the Service Provider.

The general timelines for establishment of Front Office shall be as below:

S.No.	Milestone	Timelines	Sequence
1	Signing of contract	T (Commencement of service)	
2	Possession of Front Offices	T1 = 30 days	Subsequent to previous
3	Go – live of Front Offices	T2 = 90 days	Subsequent to previous
4	Operation and maintenance	T3 = T2 + 60 months + 12 months	

These timelines are for the refurbishment of space designated as Front Office.

1.4.4 Operation, maintenance and management of Front Offices

This section describes the operational requirements including manpower deployment, maintenance of Front Office infrastructure and end to end management of the entire setup. It is imperative to mention that this project is not a typical software and hardware supply project, albeit a one requiring a high service oriented approach in which the Service Provider is expected to provide a set of end-to-end services. The Service Provider is expected to focus on objectives of this project and contrive the solution in a manner that enables achievement of the above mentioned objective both in letter and quintessence.

1.4.4.1 Summary of requirements

The Service Provider is expected to:

1. Deploy all manpower required for operation, maintenance and management of Front Offices
2. Operate and maintain the Front Office as per requirement of Transport Department
3. Set up, operate and maintain a call center cum helpdesk for efficient citizen delivery and grievance redressal.

1.4.4.2 Manpower deployment

The Service Provider is expected to:

1. Assess the requirement of manpower for smooth functioning of Front Office and undertaking operations therein, which should include skilled as well as un-skilled staff.

2. Deploy manpower at all offices designated as Front Offices for executing operations, maintenance and management of the offices. Additional manpower shall be deployed by the Service Provider as and when required solely at their own cost.
3. Propose a qualified, well-trained and efficient team that shall be capable of handling the workflows and volumes at Front Offices.
4. Ensure that all employees are qualified enough to operate at Front Offices. The minimum qualification of the manpower, along with minimum manpower to be deployed has been provided herewith and marked as Appendix F.
5. Ensure that all employees are well versed with English, Hindi and preferably local languages.
6. Maintain bio metric attendance records of all the employees of Service Provider at the Front Office.
7. Undertake periodic trainings of their staff for updation of their knowledge and provide thorough knowledge of Transport Department's workflows. These trainings should also focus on development of soft skills, enhancing customer relations management, issue resolution and escalation procedures, and any other training as deemed fit by Transport Department and Service Provider from time to time. The trainings should be undertaken:
 - a. For all new employees of the Service Provider
 - b. At-most every six months for existing employees

In addition, the Service Provider is expected to undertake trainings of all Transport Department officials, and other stakeholders as and when deemed fit by the Transport Department, and atleast once per calendar year. These shall primarily include but not limited to training related to basic computer skills and software trainings.
8. Develop user manuals, standard operation manuals, maintenance manuals, administration manuals, security manuals, amongst other manuals under supervision of Transport Department for all its offices and employees.
9. Maintain proper dress code (including identity cards) of all employees of Service Provider at the Front Office. The employees should come in a proper uniform.
10. Comply with all the relevant statutory requirements including deposition of ESI, PF, taxes, duties, etc. **Transport Department shall not be liable for any violation on part of the Service Provider in discharging the above mentioned responsibilities.**

In addition to the above, the Service Provider is expected to deploy at least one optometrist (degree holder) at each office designated as Front Office, who should be a registered medical practitioner (the "RMP") having at least 5 years of prior experience in the related field. The RMP shall be required to undertake eye tests of all license applicants in accordance with Motor Vehicle Act (the "MV Act"), Motor Vehicle Rules (the "MV Rules"), Rajasthan Motor Vehicle Rules (the "RMVR") and other notifications as and when issued and enforced by Ministry of Road Transport and Highways (the "MoRTH") and Transport Department, as and where applicable.

1.4.4.3 Operation and maintenance

The Service Provider is expected to:

1. Ensure that the Front Office is operational for all days in sync with Transport Department functioning from 9 a.m. to 6 p.m.
2. Ensure cleanliness of the Front Office by provisioning cleaning and housekeeping for Front Offices.

3. Ensure maintenance of office interior including but not limited to furniture, sign boards, counters etc., amenities, and other infrastructure that shall become a part of the project.
4. Ensure all process flow charts are displayed at the office entrance with big display and clarity, and display details for grievance redressal and vigilance officer and which is to be made available at offices for assistance/ addressing concerns of applicants, that shall become a part of the project
5. Ensure availability of potable water, toiletries, and other amenities, which shall be deemed fit by Transport Department, at the Front Office.
6. Ensure adequate inventory of consumables and spares.
7. Ensure compliance with operating guidelines and procedures as laid down by Transport Department and, which are subject to modifications its discretion.
8. Maintain an asset register for all assets, under the joint inspection and supervision of Transport Department officials.

1.4.4.4 Setting up of call center cum helpdesk

In addition to the above, the Service Provider is expected to set up a call center cum helpdesk with toll-free numbers for the ease and convenience of citizens and other stakeholders. Such helpdesk shall provide information services, service request tracking and grievance record and handling facilities.

1.4.4.4.1 Operational requirements

The call center so established and operated thereafter, shall have the below mentioned requirements:

1. Voice support be available from 6 a.m. to 10 p.m. using toll free numbers, at all days excluding Sundays and holidays, as designated by the Transport Department.
2. Unique number shall be generated for each case registered.
3. Calls shall be recorded for internal evaluation and quality assessment.
4. Assist stakeholders for end to end services related to Transport Department.
5. IVR system shall be in place for 24 hours a day, 7 days a week
6. Shall have multi-lingual support: English, Hindi and local languages
7. Shall provide a minimum of the below mentioned services:
 - a. Application initiation (as a Value Added Service)
 - b. Information about Transport Department procedures
 - c. Status of application
 - d. Grievance recording and status of the same
 - e. Feedback on Transport Department services
 - f. Any other services deemed fit by the Transport Department

S.No.	Pointer	Description
1	Purpose	Call center cum helpdesk for Transport Department related services
2	Days of operation (IVR)	365 days including Saturdays, Sundays and National Holidays
3	Hours of operation (IVR)	24 hours a day

4	Languages supported	Hindi, English, local languages
5	Accessibility	Through a toll free number
6	Location	Centrally located at Jaipur

Following are the key features of the proposed system:

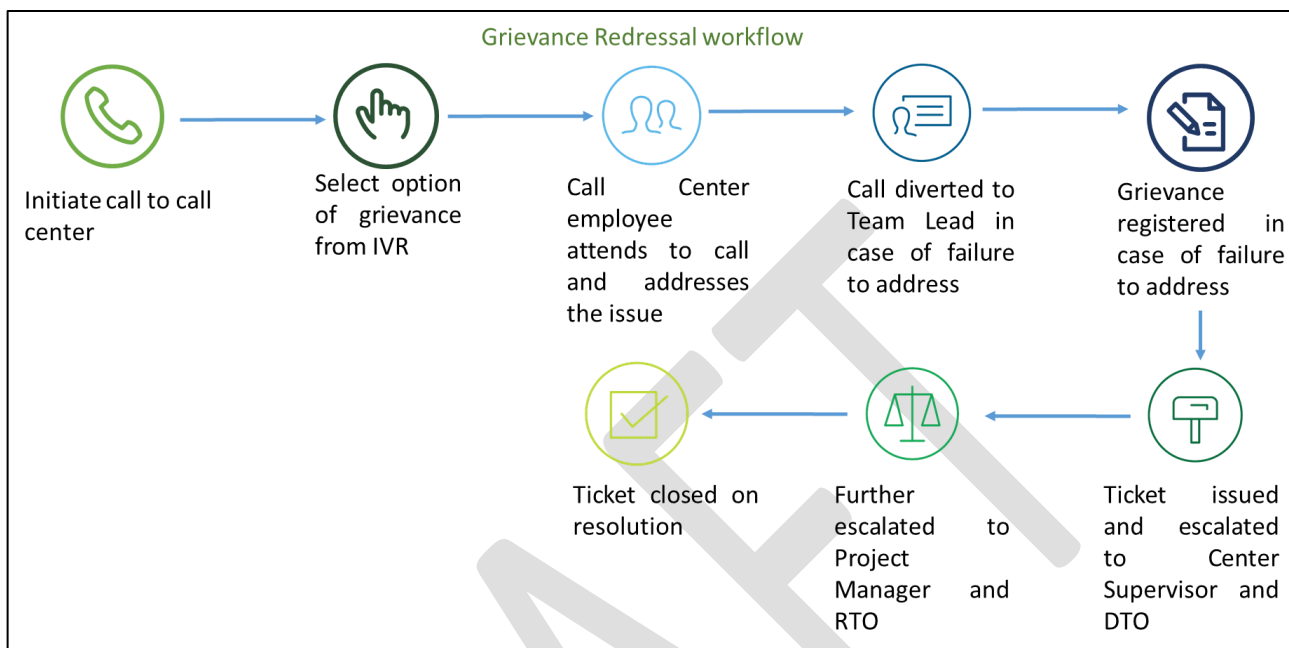
1.4.4.4.2 Functional and technical requirements

The minimum functional and technical requirements of the call center cum help desk are as under:

1. It shall be accessible using toll free numbers from across the country and over all network operators
2. It shall have inbound and outbound calling facility
3. It shall be equipped with **Automatic Call Distributor (the "ACD")** facility. It should be pre-integrated with IVR with the following features:
 - a. Standard features like call transfer, conference, barge-in, dialled number identification sequence (the "DNIS"), automatic number identification (the "ANI"), caller line identification (the "CLI") etc.
 - b. System should be able to intelligently route the callers to attendants as defined by the Transport Department
 - c. System should announce the queue waiting time for the caller before getting transferred to an attendant
 - d. System shall support the ability to play customized announcements for queued calls, as defined by the Transport Department
4. It shall be equipped with **Computer Telephony Integration (the "CTI")** technology, which shall, at minimum, contain the following features:
 - a. Screen popping of the caller's information
 - b. Automatic and computer controlled dialing
 - c. Shall provide visibility of callers in queue
5. It shall follow the **Interactive Voice Response (the "IVR")** system and process all incoming calls in a pre-defined workflow. The IVR shall be finalized in consultation with Transport Department. The IVR shall at minimum have the following features:
 - a. Adequate numbers of IVR/ ACD ports
 - b. Queuing of calls and announcement of wait time
 - c. Integrated with Transport Department systems so as to give a self-service option to the caller for various services.
6. A **call center management software** shall be deployed for managing the calls. It shall have the following features:
 - a. It shall track all interactions with applicants.
 - b. It shall allow 100% call recording for quality control and enhancement of customer service efficiency

- c. It shall allow for random playback of any call received/ made in the last three months
Any other system that Transport Department may deem fit.

For Grievance redressal, below is the indicative flow:

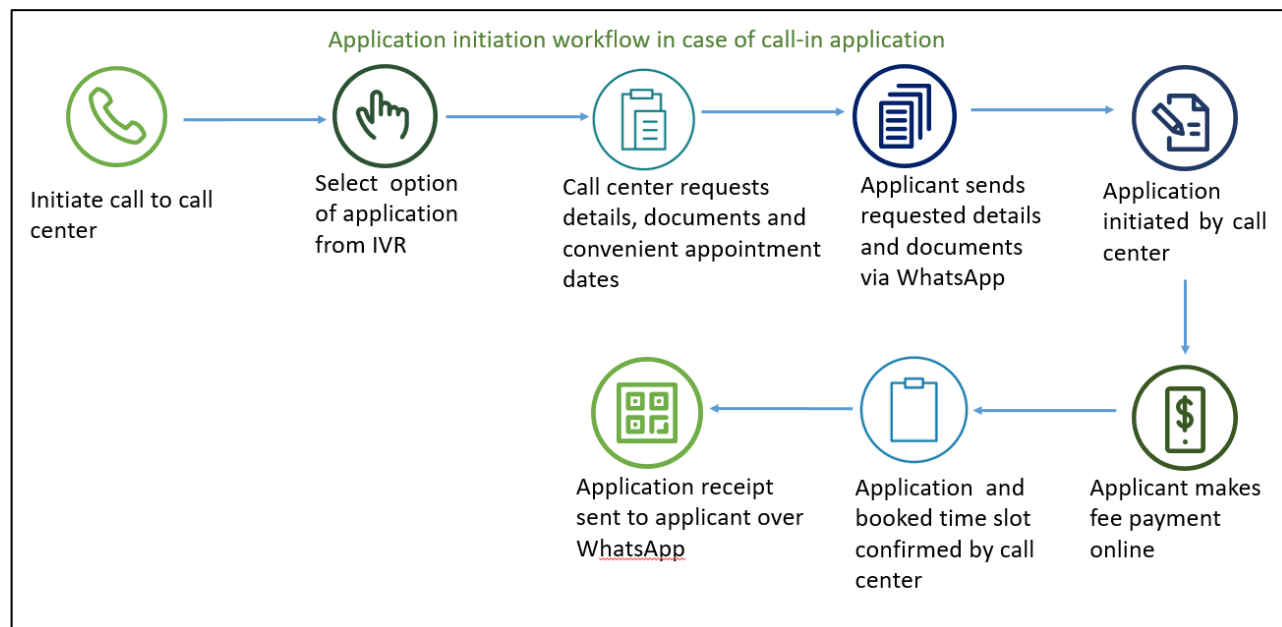


The steps to be followed for grievance readressal via call center have been enumerated below:

S.No.	Action
1.	The Applicant places a call to the call center in case of grievance about the required service.
2.	The Applicant chooses from the provided list of options on the IVR system on the basis of his/her requirement for a particular service.
3.	The call center requests the minimum details about application and grievance.
4.	The call center employees help in addressing the grievance. If Applicant is satisfied with solution, call center employee transfer the call for satisfaction survey and close the call.
5.	In case call center employee is not able to solve the grievance, then transfer the call to call center team lead.
6.	Call center team lead will help Applicant in solving grievance. If Applicant is satisfied with solution, call center employee transfer the call for satisfaction survey and close the call.
7.	In case call center team leader is not able to solve the grievance then team lead will generate a ticket and share the ticket number with the applicant and share a timeline for solving the grievance.

8.	The ticket shall be escalated to DTO and center supervisor for resolution within time specified.
9.	Further escalated to Project Manager and RTO in case of failure
10.	After solving the grievance, call center team leader shall update the status of grievance and take the feedback survey and close the ticket.

For application initiation services (As a Value Added Service), below is the indicative flow of service:



The steps to be followed for making an application via call center[#] have been enumerated below:

S.No.	Action
1.	The applicant places a call to the call center for applying for the required service.
2	The applicant chooses from the provided list of options on the IVR system on the basis of his/her requirement for a particular service.
3	The call center requests the minimum details and documents required to avail the selected service and asks for the preferred time slot for visit to RTO/DTO, together to be shared over WhatsApp.
4	Applicant provides the necessary details and scans the documents, as requested and sends the same on the messaging platform, in the desired format and order.
5	The call center requests for the confirmation from the applicant that the details and documents provided by applicant are to the best of their knowledge and their true and original copies, respectively.

6	The application is filled and documents are uploaded by the call center, based on the details provided over messaging platform by the applicant.
7	The call center request the applicant to make payment for the application (including licensing fee along with Service Processer's processing fee*) and, through secure payment link/ e-Wallet link shared over messaging platform.
8	Post confirmation of the receipt of payment, the call center completes the application process by paying the requisite service amount, processes via e-GRAS.
9	The call center books an appointment for Applicant's visit to RTO/DTO, as per the time slots received earlier. In case of absence of suitable time slots, as indicated by the applicant, a convenient time slot is booked, in concurrence with the applicant.
10	The call center conveys the application number and time slot allotted to the applicant.

#It is to be noted that this is a Value Added Service and shall not form a part of the financial bid being submitted in Form F-1.

*The fee for such additional services shall be fixed at INR 40 per successful application and shall be collected by the Service Provider from the Applicant itself.

1.4.4.5 Management

The Service Provider is expected to:

1. Ensure security of Front Offices at all times of the year. Transport Department shall not be responsible for any theft/ loss from the Front Office.
2. Ensure no theft/ loss of assets provided by the Transport Department. The Service Provider shall be solely responsible for theft/ unauthorized use of electricity, land, internet and all other resources provided by the Transport Department.
3. Ensure citizen service at all times when the Front Office is operational, in accordance with SLAs as defined by the Transport Department.
The Service Provider shall be solely responsible for all Front Office infrastructure, including hardware and software that is designated a part of the project.

1.4.4.6 Value Added Service

In addition to the above defined services, the Service Provider is expected to provide Value Added Services to the citizens, after collecting a requisite fee from the citizens as decided post consultation with Transport Department. These services should, at minimum, include:

1. Photocopy services
The fee for such service shall be fixed at INR 2 per copy and shall not form a part of the financial bid.

The Transport Department reserves the right to modify these services as and when deemed fit.

In the event of variation in the scope of services as specified in Section II of this NIT, the Transport Department shall raise a request to the Service Provider for the same. Such services may be undertaken by the Service Provider upon mutual agreement of cost and scope.

2 Service Level Agreements

To ensure that the system offers optimal levels of service to all stakeholders – Transport Department, Applicant(s), and other departments, the Service Provider is expected to ensure that the system adheres to minimum service levels as captured in the Service Level Agreement (the “SLA”) in this document. The following table captures various SLAs expected from the application, while the subsequent section captures the details pertaining to the same

For Service Level Agreement, parameter, measurement strategy, Minimum performance and penalty defined below:

Parameter	Measurement strategy	Minimum performance	Penalty
1. Transport Application Availability	System logs submitted by the Service Provider	99% on a monthly basis (excluding planned outages)	Revenue for the month * (99% - Percentage Availability (if < 99%))
2. IT Equipment non-availability (“Equipment Availability”)	Response time to restore the equipment (as reported by the helpdesk)	- 2 hours for IT networking equipment - 8 hours for other IT equipment	Revenue for the quarter * (Number of incidents beyond threshold / Total number of incidents)
3. Citizen delivery levels (“Processing Time”)	Time difference between token is issue and feedback submission	Should be less than 30 minutes	Revenue for the quarter * (Number of incidents beyond threshold / Total number of incidents)
4. Citizen Feedback (“Citizen Feedback”)	Customer feedback survey based on Transport Department inputs (on a scale of 1 – 5, with 5 being highest)	Should be more than 3.5	Revenue for the quarter * (3.5 – Feedback survey (if < 3.5))

2.1 The above penalties shall be computed and levied on a quarterly basis, with the exception of Transport Application Availability that shall be computed on a monthly basis but levied on quarterly basis.

2.2 The Service Provider is expected to develop a solution to automatically calculate the above penalties. Post approval, such development shall be in exclusive control of the Transport Department, or its designated representatives.

2.3 For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings as set forth below:

- a. "Transport Application Availability" shall mean the time period for which the specified services / components, having specified technical and service standards, are available to the Transport Department and end users. Transport Application Availability, in percentage of the Transport Application shall be calculated as:
 - i. $\text{Availability \%} = ((\text{Availability}) / (\text{Total Time} - \text{Maintenance Time})) * 100$
 - ii. Maintenance Time shall be the four hour window per week in which the Transport Application can be down for maintenance. Service Provider has to seek consent from Transport Department before finalizing the time.
- b. "Equipment Availability" shall mean the time period for which the specified IT components are not available to the Transport Department and end users, excluding the scheduled outages planned in advance.
- c. "The Resolution Time": The Resolution Time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

2.4 Revenue for a month, or quarter, shall be calculated by multiplying per transaction fee as quoted by the bidder with the total number of services offered during that month, or quarter.

2.5 The penalties across various categories (Transport Application Availability, Equipment Availability, Processing Time, and Citizen Feedback) shall be aggregated to compute the total penalty ("Total Penalty") that shall be levied based on the total quarterly payments. However, the levied penalty ("Levied Penalty") for any quarter shall not exceed 10% of the total revenue for any quarter.

2.6 If the Total Penalty exceeds 30% of quarterly revenue for any two consecutive quarters, the Transport Department may adopt the following measures:

- a. Notice to the Bidder regarding unacceptable system performance and to fix the system by ensuring the Total Penalty does not exceed 10% of Quarterly Revenue for the next quarter ("Curing Period")
- b. If the Bidder is not able to bring the system as per specifications within the cure period, Transport Department reserves the right to terminate the Contract with the Bidder as per conditions agreed in the Contract Agreement.

Below is an example to calculate penalty as has been defined in this NIT:

Transport Application Availability penalty	
Number of hours in day	24
Number of days in week	7
Number of hours in week	168

Maintenance hours in a week	4
Available time	160
Availability %	97.56%
Payment of the month (INR)	1,00,000
Penalty calculation (INR)	1,439.02

	Month 1	Month 2	Month 3
Payment for month (INR)	1,00,000	1,00,000	1,00,000
Payment total (Quarterly)	3,00,000		
Transport Application Availability penalty (INR)	1,439	2,500	0
Equipment Availability penalty (INR)	0	1,000	3,000
Processing Time penalty (INR)	5,555	0	3,500
Citizen Feedback penalty (INR)	1,500	7,500	1,000
Penalty total (monthly) (INR)	8,494	1,1000	7,500
Penalty total (quarterly) (INR)	26,994		
Percent penalty w.r.t payment	9%		

All SLAs and penalties shall be calculated as defined in this section 2 of "Section II: Terms of reference" and shall be levied by the Transport Department. The Transport Department shall raise a quarterly bill to the Service Provider for payment of penalties as calculated and award a time a 30 calendar days, from the date of raising such bill, for payment of amount. The Service Provider shall deposit the same with the Transport Department in the form of a Demand Draft, drawn on a scheduled bank in India and drawn in favour of "Transport Commissioner, Government of Rajasthan" and payable at Jaipur, Rajasthan. If in case the Service Provider fails to deposit such amount to the Transport Department within time as specified above, the Transport Department shall charge an annual interest of 18% on the delayed payments. In case the Service Provider fails to deposit such amount within further 180 days, the Transport Department shall forfeit the performance security and proceed for termination of the contract.

Note: Part payments shall not be permissible in this regard by the Service Provider.

3. Roles and responsibility

3.1. Roles & Responsibilities of the Transport Department

- 3.1.1. Shall award the contract to the Successful Bidder (Service Provider);
- 3.1.2. Provide strategic leadership to the Project, through setting up an appropriately empowered governance structure;
- 3.1.3. Ensure internal coordination and with other Government departments and agencies;
- 3.1.4. Facilitate convening of the meetings with stakeholders, organize site visits including RTO and DTO, provide requisite documents and guidance as needed and conduct initial assessment and workshops, if required;
- 3.1.5. Support clarification on policy level issues, in understanding of existing processes, and will be the final approving authority on the deliverables;

- 3.1.6. Provide comments on the deliverables submitted by the Service Provider within the agreed timeframe;
- 3.1.7. The Transport Department shall accommodate the Bidder Personnel within limited available office space with basic facilities to the extent feasible and to establishment of Front Offices; The Transport Department shall provide offices for initiating and conducting activities as enumerated in the SoW;
- 3.1.8. The Transport Department shall provide the physical site, electricity, non-potable water and internet and for operating Front Offices;
- 3.1.9. To arrange necessary software & appropriate licenses to access & operate NIC software including but not limited to SARATHI & VAHAN, for development and maintenance of Transport Application;
- 3.1.10. Issuance of Government orders, wherever required for ease of operations; and
- 3.1.11. Overall support to Service Provider during project implementation & operational period.

3.2. Responsibility of Transport Department – PMU

- 3.2.1. Provide the Service Provider access to relevant documentation/information about business process designs as and when necessary;
- 3.2.2. Provide overall guidance to the Service Provider, on its engagement with the Transport Department;
- 3.2.3. Periodically review the progress of the engagement of Service Provider with the Transport Department and update all stakeholders;
- 3.2.4. Coordinate with the Service Provider, Transport Department and other stakeholders; and
- 3.2.5. Overall responsibility for the successful implementation of the project

3.3. Roles & Responsibilities of the Service Provider

- 3.3.1. To work in close coordination with the Transport Department, PMU (set up by TD) & other stakeholders of the project;
- 3.3.2. To carry out the activities as per agreement and deliver on them within the stipulated timeframe;
- 3.3.3. To deploy resources on-site and/or offshore as appropriate as required in the NIT;
- 3.3.4. Installation of the hardware, peripherals and software as per contract requirement;
- 3.3.5. To adhere all the government policies/guidelines relating to project SoW viz. labour laws, usage of internet, information security and relevant data security instructions and notices issued by various government authorities etc.;
- 3.3.6. To follow, make, devise or amend service oriented standard operating procedures relating to the services under the contract and ensure its implementation after due process of documentation and approval from competent authority;
- 3.3.7. To help build capacity for the staff and executive resources at all levels, by providing necessary training and undertaking awareness campaigns;
- 3.3.8. Ensure timely completion of the project and adherence to the project plan;
- 3.3.9. Compliance with the SLAs and other terms and conditions of the NIT document; and
- 3.3.10. To ensure that no Front Office premises (in part or full) are used for any other commercial/non-commercial activity beyond the scope of the project.

Appendix A

Indicative list of volumes (FY 2017 – 2018)

Offices	Licensing	Registration	Permits	Total
Jaipur	1,31,908	3,44,685	42,864	5,19,457
Jodhpur	56,212	1,58,607	30,218	2,45,037
Udaipur	1,07,686	1,18,229	21,434	2,47,349
Alwar	1,53,589	1,30,296	13,072	2,96,957
Ajmer	53,719	47,427	23,923	1,25,069
Bharatpur	44,583	37,407	16,201	98,191
Bikaner	60,606	63,772	20,443	1,44,821
Chittorgarh	18,388	87,908	13,222	1,19,518
Dausa	39,148	29,907	5,841	74,896
Kota	53,712	76,496	10,275	1,40,483
Pali	63,911	69,561	4,078	1,37,550
Sikar	55,225	47,996	23,449	1,26,670
TOTAL	8,38,687	12,12,291	2,25,020	22,75,998

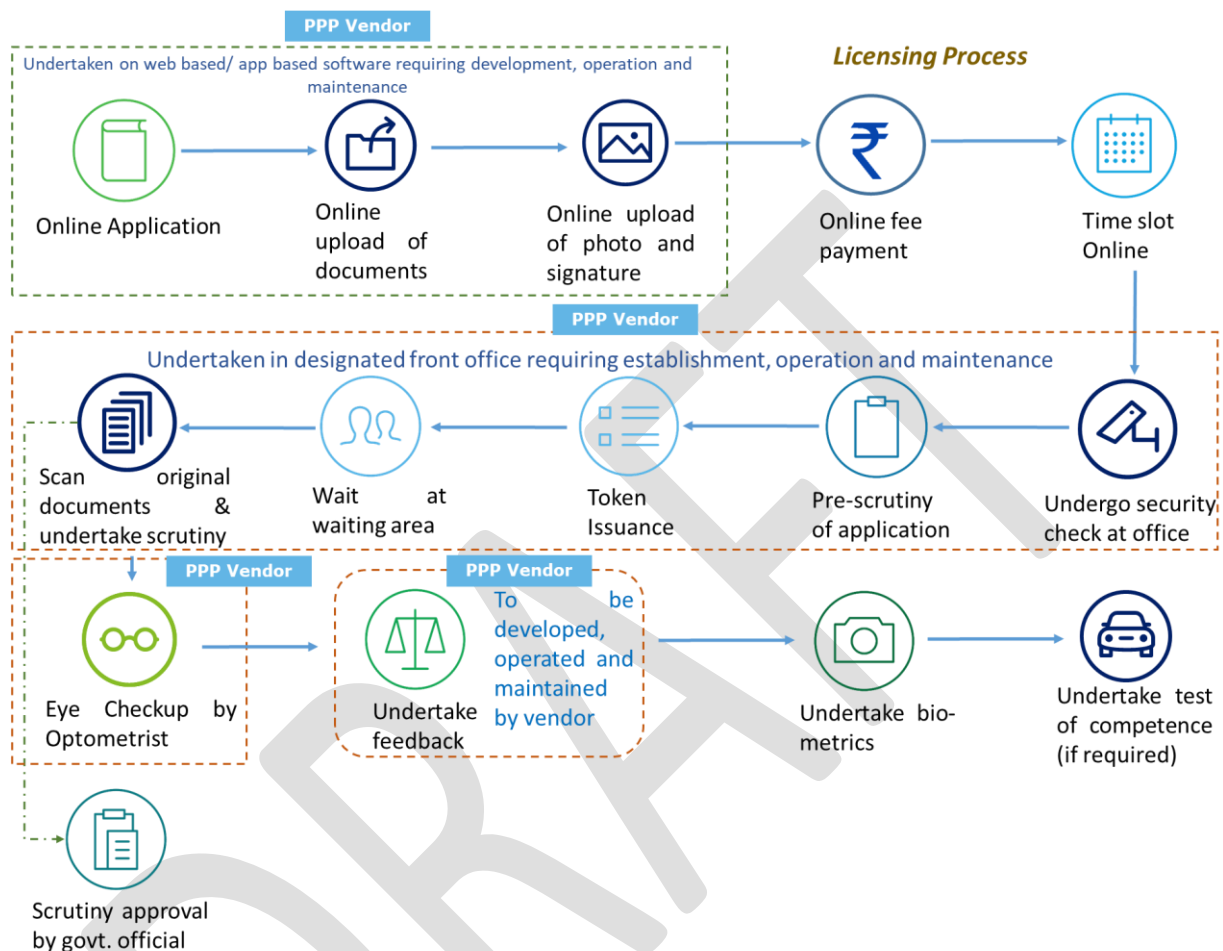
The indicative volumes of other miscellaneous services like challan compounding are 1,00,000 for all offices as mentioned in this NIT.

Appendix B

General flow for rendering services of Licensing, Registration and Permit issuance

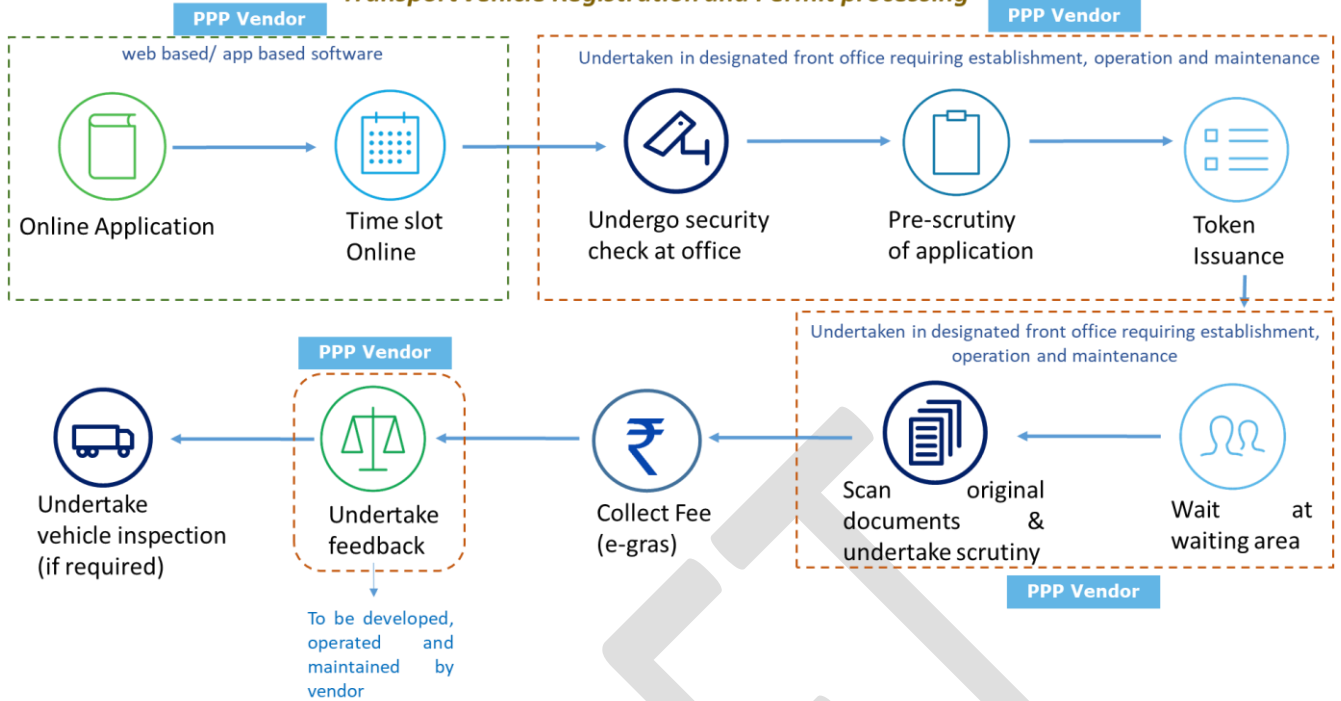
It is to be noted that these flows are indicative only and the Transport Department reserves the right to change/ modify this as and when it deems fit.

Licensing

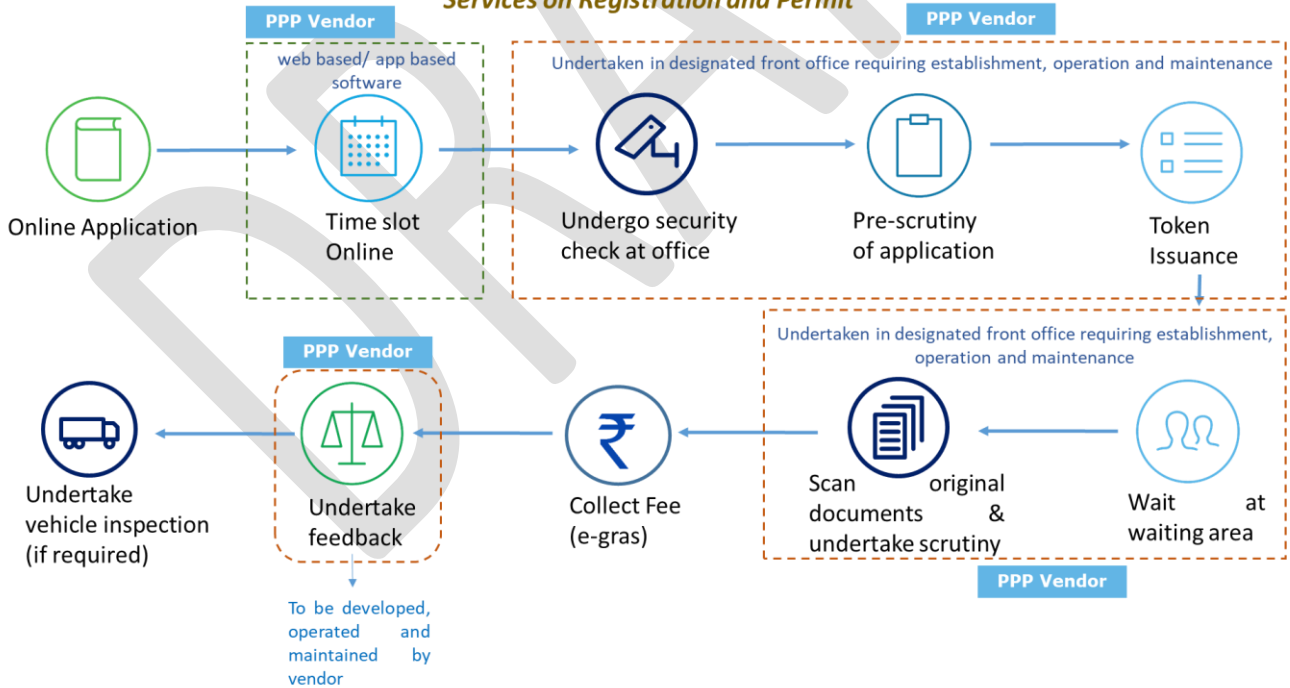


Registration and Permits

Transport vehicle Registration and Permit processing



Services on Registration and Permit



Appendix C

Functional Requirement Specifications for Transport Application(s)

1.1. Introduction

This section details out the Functional Requirement Specifications (the “FRS”) of the proposed systems. FRS has been listen for the Transport Application for front end processing of various functions of the Transport Department.

1.1.1. Background and coverage

This document captures the functional requirements of the Transport Application. The document captures the expected requirements of the Transport Application from views of all stakeholders – employees, operator and public. The following modules have been detailed out in the upcoming sections:

“General system requirements”, captures general expectation from the Transport Application from a design, performance and features perspective.

“User licence modules”, captures various actions that an end user can perform as with respect to the licensing process. The key categories within the module include – learner and permanent license applications, and applications associated with various license categories.

“User registration module”, captures details of related to slot management for registration application.

“User permits module”, lists the process related to application and slot management for permit application.

This appendix section captures examples of workflow transactions and to-be processes attached with various application categories. However, for a detailed information on application flow, the process flow diagrams should be treated as reference post confirmation from the Transport Department regarding last minute changes, if any.

1.1.2. Transport Application – key features

The Transport Application is based on the tenets of availability, security and transparency.

The Transport Application should have a centralized web based and mobile based solution that would be approached by end users with regards to its various functionalities. Users would access the Transport Application to initiate the application and upload documents and book time slot.

The Transport Application should have latest security provisions via firewalls, latest hardware configurations, and antivirus to ensure adequate security and data backup. Only designated users will have access to database layer and other confidential layers as per the latest standards of data protection and other industry security protocols.

The Transport Application should also enable greater transparency for the citizens and the Transport Department.

The next sections capture the technical and logical design of the overall system approach for the Transport Application.

1.1.3. Logical system design

The Transport Application would have the following key elements from a logical system design perspective

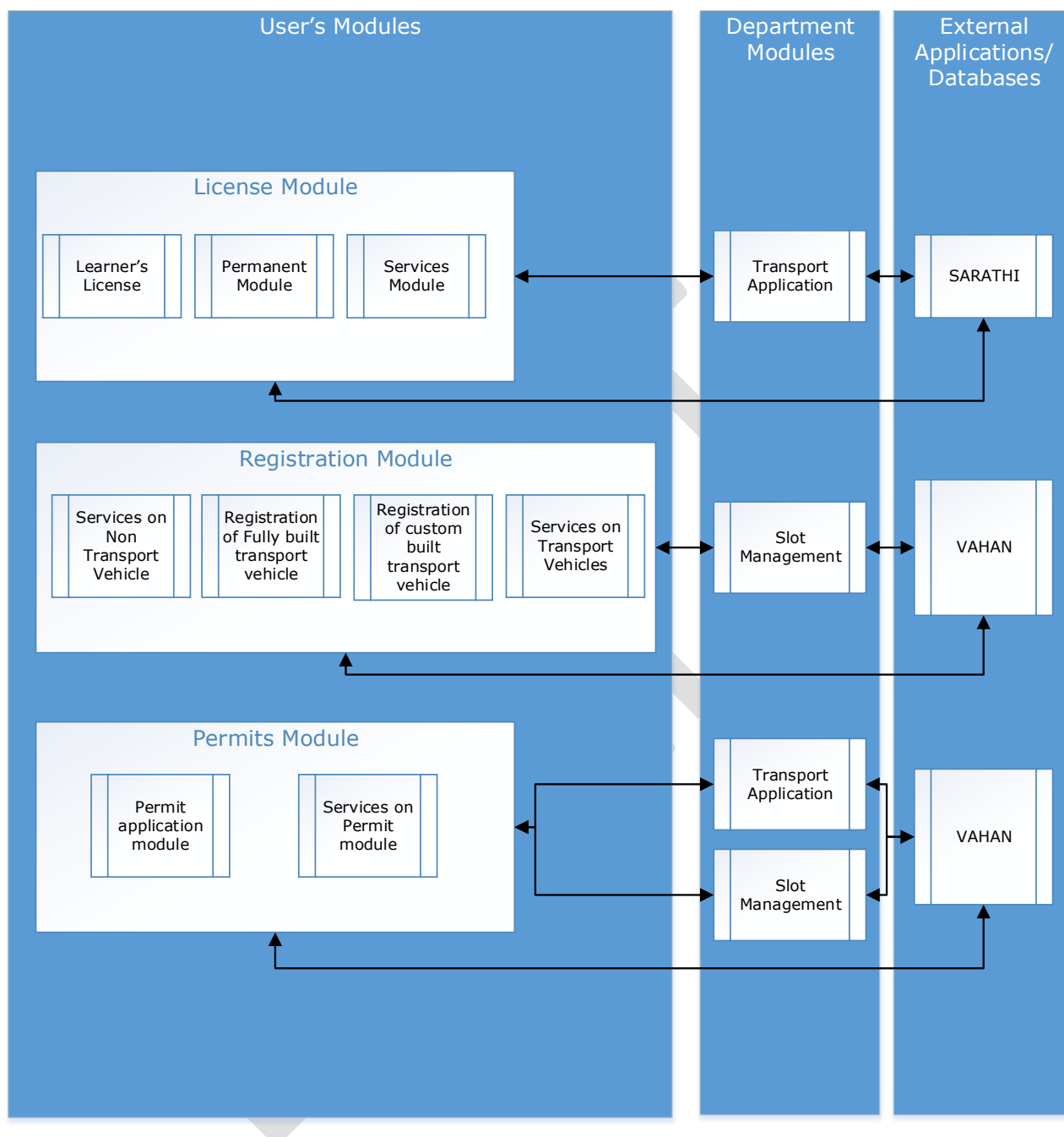


Figure 1: Logical system design

1.2 General system requirements

A. General system requirements	
1.	The Transport Application should be based on a centralized, web and mobile app based solution.

2.	<p>The user interface should be intuitive and enable users to easily access the required information. The site should have the following strategies</p> <ul style="list-style-type: none"> • Menu system should be the primary navigation mode and should be displayed on each page. • Each section should have a page that enables visitors to navigate to sub-section. However, the user should also have the functionality to easily access the main section. • Full site search.
3.	<p>The webpages and mobile development should be available in Hindi and English version, and the user should have the option to select the desired language.</p>
4.	<p>The forms should be designed in such a way that it can operate with minimum bandwidth (256 Kbps) for access and operation. In case of issues with internet speed, the Transport Application should automatically capture the user photograph/documents in a local version and upload to the centralized database once the connectivity is restored.</p>
5.	<p>Transport Application should be designed to open in at least the following standard/popular browsers</p> <ul style="list-style-type: none"> • Microsoft Internet Explorer • Mozilla Firefox • Google Chrome • Apple Safari <p>The Transport Application should be available in both Android and iOS versions.</p>
6.	<p>Transport Application should be browser independent to the extent possible, the look and feel and the accessibility of the Transport Application should be similar across browsers.</p>
7.	<p>Transport Application should automatically detect access by mobile browsers and adjust contents accordingly.</p>
8.	<p>All the forms within Transport Application should be designed with cascading approach (the "CSS") and should have the same look and feel with regards to position of common fields.</p>
9.	<p>The Transport Application should require captcha based sign-on for any sign-on to the system.</p>
10.	<p>The Transport Application should be intuitive, easy to learn system based on level of use with users becoming effective with minimal training time.</p>
11.	<p>Transport Application should have following features for user friendliness:</p> <p>Auto population of information entered earlier. For example, details entered in previous applications/Operator Identification Number (the "OIN") registration</p>

12.	All webpages should have pop-in as well as separate help menus to help users navigate easily across the system.
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1.3 User's modules – License

1.3.1 Learner's license application

A. Learner license application – ("Learner module")	
1.	The Transport Application should provide the user facility to initiate the license application.
2.	The Transport Application should allow user to do a self-certification before application submission. The application should automatically be uploaded to SARATHI website post submission.
3.	The Transport Application should allow for document, photograph and signature uploads.
4.	The Transport Application should redirect to Sarathi, which further redirects to e-GRAS for payment and revert to Sarathi once the payment is successful.
5.	Post e-GRAS payment, the Sarathi displays various appointment slots that are available to the user for document verification.
6.	Further processing is to be done by the Applicant on Sarathi

1.3.2 Permanent license module

B. Permanent license module	
1.	The Permanent license module should be activated only after the relevant conditions of the learner's license, as specified by the Transport Department, have been met.
2.	The Transport Application should display various documents in the database that were approved during issuance of learner license, as fetched from SARATHI and give user the option to update the details, if required. However, the user should be informed of additional scrutiny if the details are being changed.
3.	The Transport Application should allow user to do a self-certification before application submission. The application should automatically be uploaded to SARATHI website post submission if the conditions specified by Transport Department have been met
4.	Post application verification, SARATHI displays the fees payable, and gives a call to e-GRAS with relevant information.
5.	Post e-GRAS payment, the Sarathi should display various appointment slots that are available to the user.

6.	Further processing shall be undertaken on Sarathi
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1.3.3 License service module

C. Service on license module ("Services module")	
1.	The service module should be available to the users for accessing various services provided under the ambit of the licensing function, as available on Sarathi.
2.	The Transport Application should invoke permanent license module for license renewal.
3.	There should be provision for additional services on licenses like international driver's permit, address change, duplicate license, driving record etc., as available on Sarathi and provided with necessary and suitable Application level modifications.

1.4 User's modules – Registration

1.4.1 Non transport vehicle services on registration

D. Non transport vehicle services on registration	
1.	The Transport Application should interface with Vahan for providing registration related services for non-transport vehicles.
2.	Services on registration application and fee payment shall be made on Vahan and Vahan shall redirect to Transport Application for slot booking
3.	Post booking test slot on Transport Application, the Transport Application shall generate slot receipt that the Applicant can download.

1.4.2 Registration of fully built transport vehicle

E. Registration of fully built transport vehicle	
1.	The Transport Application should allow for entry of the temporary registration certificate (the "TRC") number and application number for booking of time slots for vehicle inspection or any other services offered under registration.
2.	The entered TRC/application number is validated against the registered applications, for authenticity, through an application program Interface (the "API") call to Vahan, bearing the entered data.
3.	Post successful authentication, a dropdown displays the calendar for selection of date.
4.	Corresponding to the choice of date, a list of available slots, on an hourly basis, is displayed.
5.	The applicant selects from the available slots shown and proceeds with the slot booking.
6.	A confirmation message informing of successful slot booking is generated and with the facility of printing/saving the receipt.
7.	The Applicant visits the Front Office for further processing

1.4.3 Registration of non-built transport vehicle

F. Registration of non-built transport vehicle	
1.	Registration of non-built transport vehicle follow the process for registration of fully built transport vehicles as in 1.4.2.

1.4.4 Services on registration of transport vehicles

G. Registration of non-built transport vehicle	
1.	Services on registration of transport vehicle follow the process of services on registration of non-transport vehicle as in 1.4.1.

1.5 User's modules – Permits

1.5.1 Permit application

H. Permit application	
1	The Transport Application should allow application of permits as per act and rules.
2	Post successful authentication, a dropdown displays the calendar for selection of date.
3	Corresponding to the choice of date, a list of available slots, on an hourly basis, is displayed.
4	The applicant selects from the available slots shown and proceeds with the slot booking.
5	A confirmation message informing of successful slot booking is generated and with the facility of printing/saving the receipt.
6	The Applicant visits the Front Office for further processing

1.5.2 Services on permits

I. Permit application	
1	Transport Application shall allow for entry of permit number and validation of the same from Vahan database
2	Post successful authentication, a dropdown displays the list of services available and an application form and allows for submission of the application form
3	Post successful submission of the application, a dropdown displays the calendar for selection of date.
4	Corresponding to the choice of date, a list of available slots, on an hourly basis, is displayed.
5	The applicant selects from the available slots shown and proceeds with the slot booking.
6	A confirmation message informing of successful slot booking is generated and with the facility of printing/saving the receipt.
7	The Applicant visits the Front Office for further processing

Appendix D

Minimum performance specifications and standards (the “MPSS”) for development, operation and maintenance of modern Front Offices of Transport Department, Government of Rajasthan

Introduction

The minimum performance specifications and standards covered in the following sections outline and describe the minimum technical and procedural specifications required for meeting the IT related demands for setting up of modern Front Offices for the Transport Department, Government of Rajasthan. The specifications and details pertaining to the hardware and software IT resources are indicative of the minimum levels and standards and should be construed as the base criteria for supply, installation, configuration, setup, operation and maintenance of the listed items, as per the requirement. The Service Provider may, as per the on-site requirements of the Front Office or prognosticated future needs, propose a higher and better set of specifications and technology for the hardware and software, than that already proposed hereunder. Further, it is expected and desired that the Service Provider complies with the extant and the best practices and standards adopted by the industries, in their respective domains.

1. Server MPSS

1.1. Introduction

The proposed server setup should meet the Functional Requirements and Specifications (the “FRS”) for the development of a Transport Application for front end processing of various functions of the Transport Department, as outlined in the FRS. The proposed Transport Application for front end processing of the various functions of the Transport Department should be accessible to the Transport Department’s officials, deployed counter Personnel and the general public with regards to undertaking various application related activities including inter-alia initiation of the application, uploading documents, etc.

The proposed modern Front Office IT system should be hosted on a centralized primary data centre and should have a disaster recovery centre to ensure non-stop services to all users. The offices should connect to the data centres via internet connectivity provided by available internet service providers at each office location. The proposed modern Front Office IT system shall have latest security provisions via firewalls, latest hardware configurations, and antivirus, to ensure adequate security and data backup. Only designated users shall have access to server rooms via biometric and related solutions. The data should be securely backed up with necessary frequency.

This section further covers the categories of various servers, and other equipment envisaged in the development and deployment of the requisite infrastructure. The calculation of server types, configurations and other setup related requirements have been calculated and estimated on the basis of the information presented under the FRS.

It is imperative to note that Service Provider is free to choose a different configuration of servers for the proposed modern Front Office IT system; though the different setup must meet

the requirements as presented in the FRS and fulfil the respective and necessary MPSS as provided in this appendix.

The following diagrams present the deployment architecture with regards to the primary data centre and disaster recovery centre, as envisaged in the proposed modern Front Office IT system.

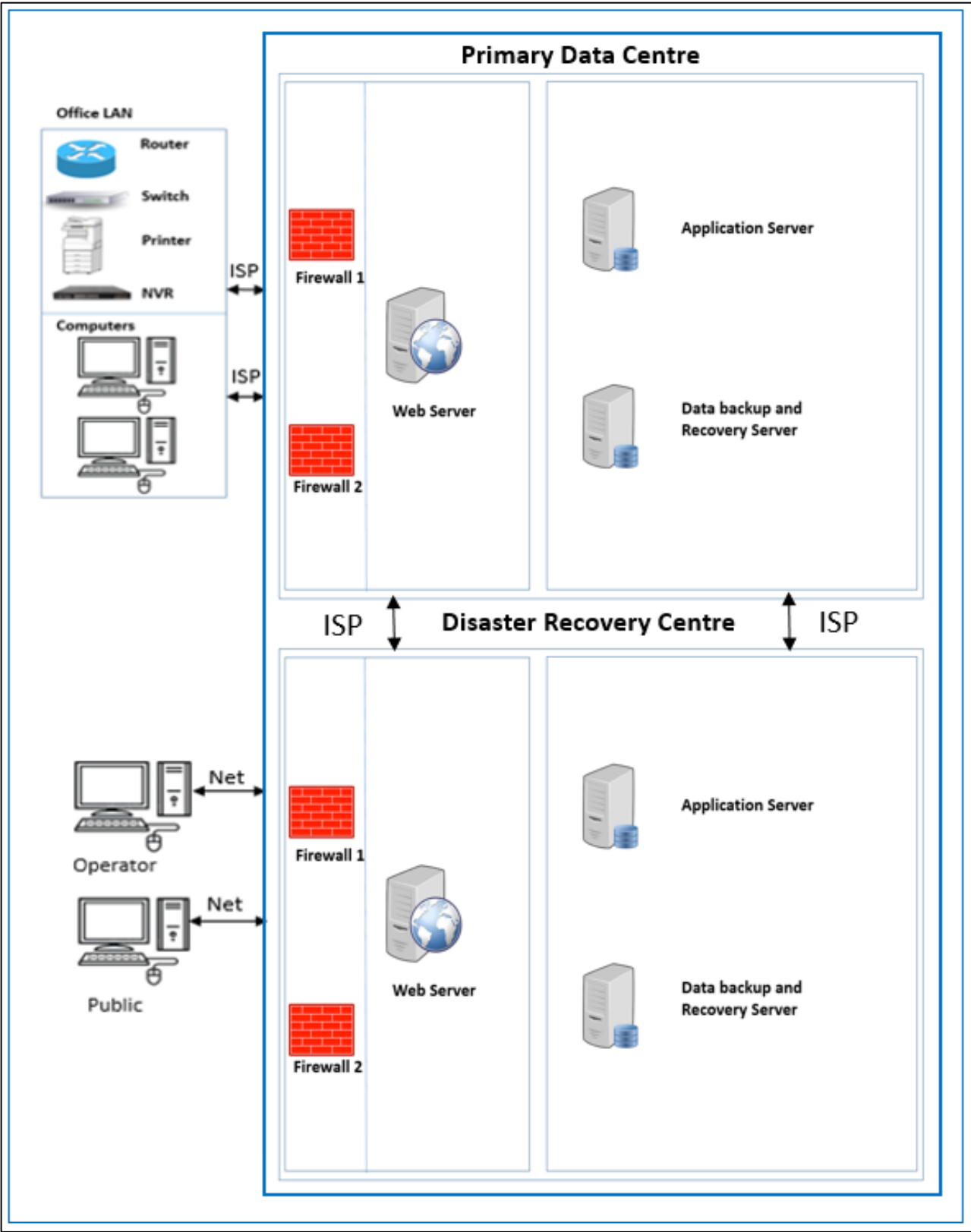


Figure 1: Overall Front Office IT deployment architecture

1.2. Server categories

This section presents the various types of servers that would be deployed in the proposed modern Front Office IT system, and the minimum expected configuration within each category. However, as discussed earlier, these categories are indicative, and the Service Provider could deploy a different setup based on the requirements of the chosen product, or owing to virtualization. However, in either of the conditions, the changes must satisfy the requirements as defined in the FRS.

The following table presents the server and networking equipment required in the primary data centre (For servers envisaged in dual instances, both the instances must be deployed in an active-active configuration¹).

Type	Instances/Number of units ²
Application server – Production	2
Application server – QA/ Test	1
Application server – Development	1
Web server	2
Firewall	2
Dynamic Host Configuration Protocol (DHCP)	2
DMZ/ Bastion	1
Data backup and recovery server	1
Storage area network (the "SAN") storage	2
Load balancer	2
Storage area network (the "SAN") switches	2

Table 1: Equipment setup

The Figure 2 presents the server deployment architecture in the primary data centre.

The Service Provider is also required to ensure backup system availability via a disaster recovery centre in a warm standby mode. The disaster recovery centre shall have a single instance of each of the server types listed in the above table, with a setup similar to the scheme presented via Figure 2.

¹ The dual instance servers should be of same configuration and platform to have the best output from load balancer.

² In the tables, Instances refer to the number of servers in a physical or virtual environment; while count refers to actual number of units for other hardware categories.

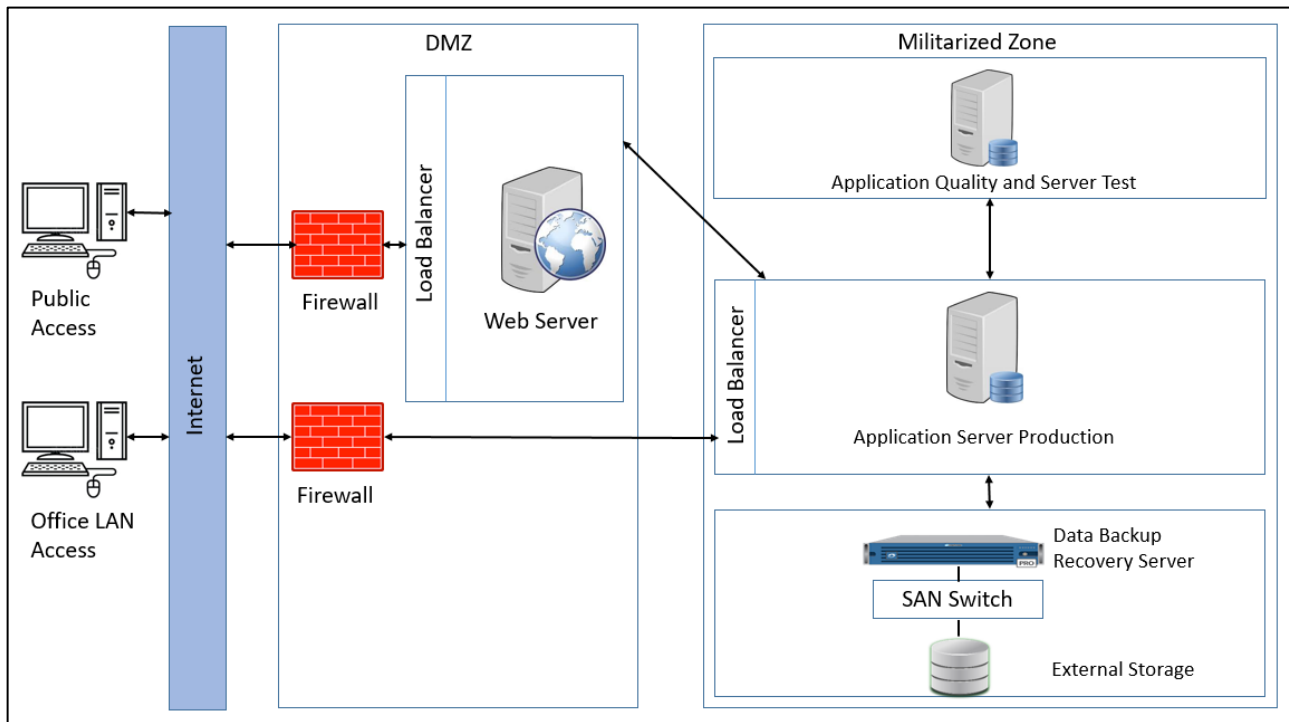


Figure 2: Server deployment architecture

1.3. Equipment configuration

The subsequent sections define the minimum configuration of various equipment listed above in Table 1. In each of the categories, the Service Provider shall ensure that the equipment chosen for the deployment of the proposed modern Front Office IT system should not be in the end of their production lifecycle. Furthermore, the servers deployed should be blade server to minimize the use of physical space and energy, and the operating system should be as per the IT software MPSS specifications.

1.3.1. Servers

Technical specifications:

Type	Minimum Configuration
Application server – (Development, QA/Test, Production)	<p>Processor: Two 2.5GHz/4-core/10MB/6.4GT-s QPI/80W15M Cache, or equivalent (64 bit).</p> <p>Memory:</p> <ul style="list-style-type: none"> a. Type: PC3-10600R Registered Low Voltage (1.35V) DIMMs (DDR3) b. Size: 64 GB (2 x 32GB) <p>Internal storage:</p> <ul style="list-style-type: none"> a. Hot Plug SFF SAS b. 1.8TB (2 x 900GB)
Web server	<p>Processor: Four 2.5GHz/4-core/10MB/6.4GT-s QPI/80W15M Cache, or equivalent (64 bit)</p> <p>Cache memory:</p>

Type	Minimum Configuration
	L2: 256 KB per core L3: 10 MB per core Chipset: Industry Standard Intel® 7500 Chipset, or equivalent Disk capacity: Up to 1 TB PCI adapter slots: Five PCI Express Generation2 8x low profile High-performance PCI adapters
DMZ/ Bastion server	Processor: 8 Core 2 Ghz. Cache memory: a. L2: 256 KB per core b. L3: 10 MB per core Remote administration
Data backup and recovery server	Processor: Two 2.5GHz/4-core/10MB/6.4GT-s QPI/80W15M Cache, or equivalent. Cache memory: 24MB (1 x 24MB) Level 3 cache Memory: 64 GB Minimum Total capacity (Raw): 55 TB (Document storage) / 2 TB (Database storage) Total capacity (Useable): 45 TB (Document storage)/ 1.5 TB (Database storage) Data retention with deduplication: 3.2 PB Write performance: 7.6 TB/h Read performance: 9.0 TB/h Device interfaces: 4 x 8 GB Fibre Channel and 2 x 10 GB Ethernet and 4 x 1 GB Ethernet Disk drives RAID support: Hardware RAID 6 Network controller: On-board quad-port 1 GB network adapter (or equivalent)

1.3.2. **Dynamic Host Configuration Protocol (the "DHCP")**

Technical specifications:

The minimum standards of the DHCP are as follows:

Maximum DHCP clients: 1000

Minimum of the following:

- a. BootP client support
- b. Configurable lease time
- c. Automatic ranges
- d. Manual ranges
- e. Mixed Dynamic and Static Allocation
- f. DHCP clients naming
- g. Configurations serve
 - i. IP address,
 - ii. Subnet mask,
 - iii. Router address,
- h. Custom DHCP Options
- i. Remote administration

- 1.3.3. **Firewall**
Technical specifications:
Throughput:
a. 20 Gbps maximum firewall throughput (max)
b. 16 Gbps of maximum firewall throughput (multi-protocol)
Scalability: 32 Gbps
Connections per second: 1,000
Concurrent connections: 10,000
Security contexts: 250
VLANs: 1,000 VLANs
- 1.3.4. **SAN storage**
Technical specifications:
Total capacity (Raw): 5 TB (Document storage) / 0.2 TB (Database storage)
Total capacity (Usable): 4 TB (Document storage)/ 0.15 TB (Database storage)
Write performance: 7.6 TB/h
Read performance: 9.0 TB/h
Device interfaces: 4 x 8 Gb Fibre channel and 2 x 10 Gb Ethernet and 4 x 1 Gb Ethernet disk drives
RAID support: Hardware RAID 6
- 1.3.5. **SAN switch**
Technical specifications:
Port speed: 8, 4, 2, and 1 Gbps autosensing with 8 Gbps of dedicated bandwidth per port
Buffer credits: Up to 128 for a group of 4 ports, with a default of 32 buffer credits per port and a maximum of 125 buffer credits for a single port in the group
Ports per chassis: Up to 48 8-Gbps ports
a. Base configuration with 16 ports; additional configurations for 32 and 48 ports available
b. Upgrade ports in 8-port increments from any configuration with the port activation license
PortChannel: Up to 16 ports in a PortChannel with automatic load balancing.
- 1.3.6. **Load balancer**
Technical specifications:
Concurrent session: 1000
Ports: 8 X GbE ports
Throughput: 3.6 Gbps L4 balancer throughput
SSL TPS (2K Keys): 1,100
Servers supported: 100 Physical / 100 Virtual Servers
- Additional features:**
DHCP: DHCP Server/Client, DHCP Address Reservation
MAC Clone: Modify WAN/LAN MAC Address
ACL: IP/MAC/URL/WEB Filtering
IGMP: IGMP Proxy/IGMP Snooping
Forwarding: Virtual Server, Port Triggering, DMZ
Load Balance: Policy Routing, Link Backup

Routing: Static Routing

Security: FTP/SIP/PPTP/IPsec/H.323 ALG, DoS Defence, Ping of Death, IP/MAC Binding

Traffic control: Bandwidth Control, Session Limit

2. Data centre MPSS

The data centres shall establish as per the guideline for data centres by a Ministry of Electronics & Information Technology (the "MEITY"), approved cloud Bidder compliant with ISO 27017 and ISO 27018 standards, or a co-location based model.

3. Office hardware Equipment MPSS

The IT infrastructure for the modern Front Offices of the Transport Department should be in conformance with the office LAN deployment architecture provided in Figure 3, which shall serve as a reference schematic. Any changes to the design, nature or configuration of the components therein must be conveyed in advance, with the suggested modifications in line with the MPSS for the respective category and should align and integrate with the server backbone network.

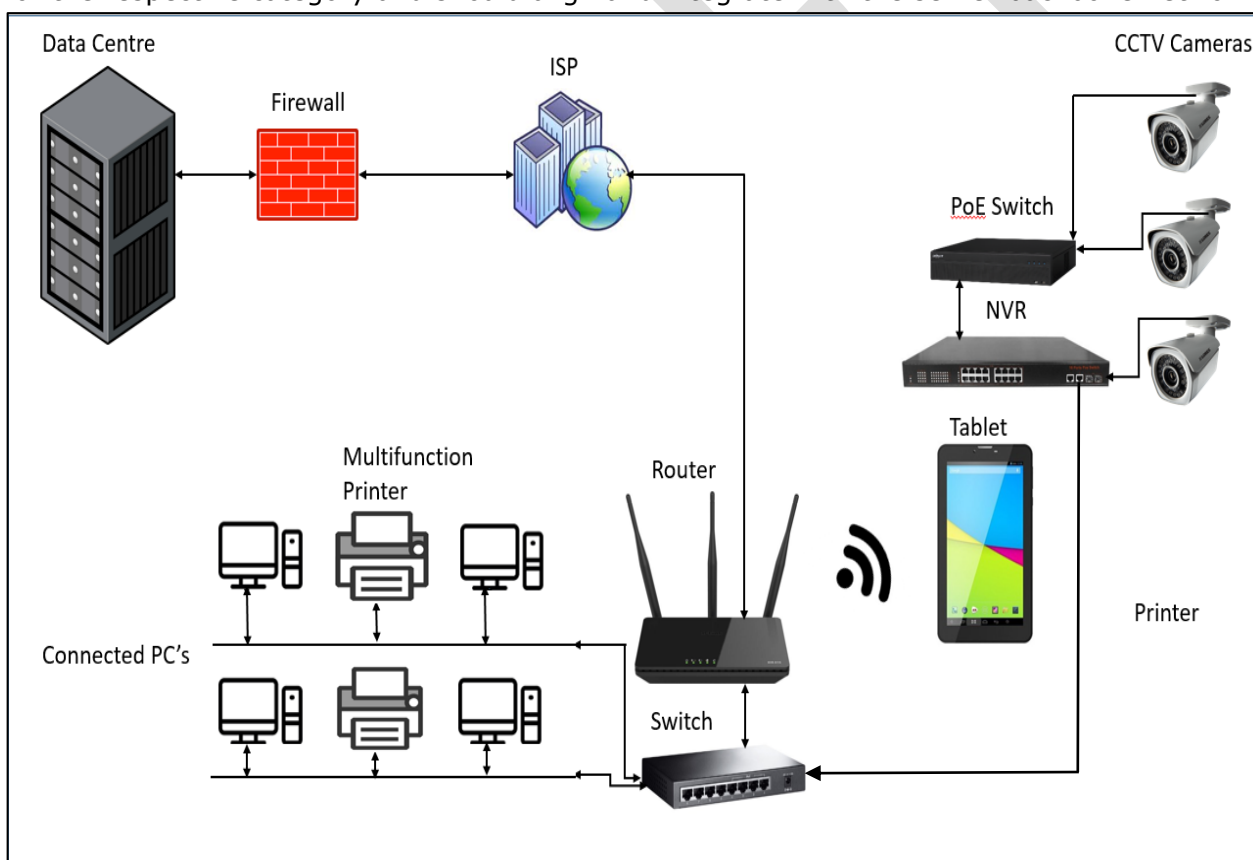


Figure 3: Office LAN deployment architecture

3.1. Personal computers

Technical specifications:

Processor: 4th Generation Intel® Core™ i3-4130 (3M Cache, 3.4 GHz)

Operating system: Windows® 10 64 bit

Memory: 4GB DDR3 1600MHz (2x4GB)

Hard drive: 500GB 7200 RPM
Networking and wireless: 10/100/1000 Gigabit IEEE 802.3 LAN
Monitor: 18 inches WLED, VGA, HDMI compatible
Keyboard: US English QWERTY USB Keyboard
Mouse: USB Optical Mouse
Chassis: Micro ATX
Compliance: CE, ISO 9001 and ISO 14001, Energy Star® qualified

3.2. Networking MPSS

3.2.1. Power over Ethernet (PoE) switch

Technical specifications:

Port types: 8 X 10/ 100/ 1000M Ports

Power budget: 52 Watts

Compliances: FCC Class B, ICES-003 Class B, CE Class B, C-Tick Class B, cUL

IEEE standards support: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z, 802.3az, 802.3af, 802.3at

3.2.2. Layer 3 Switch

Technical specifications:

Number of ports: 26 x 10/100/1000 + 2 x combo Gigabit SFP

Switching capacity: 104 Gbps

Forwarding performance (64-byte packet size): 77.38 Mpps

Capacity: 4000 active VLANs

3.2.3. Router

Technical specifications:

Ethernet Ports: 3 integrated 10/100/1000 Ethernet ports with 1 port capable of RJ-45 or SFP connectivity

Interface slots (enhanced high-speed WAN interface card [EHWIC]): 4

Packet-voice data-module (PVDM) slots: 3

Default/maximum flash memory: 256 MB/ 8 GB

Default/maximum synchronous dynamic RAM (SDRAM): 512 MB/ 2.5 GB

Modular LAN switchports (with optional Power over Ethernet): 50

Security Features:

- a. Stateful firewall: Yes
- b. Intrusion prevention: Yes
- c. Content filtering: Yes

3.2.4. Cabling

Technical specifications:

Network: Fast Ethernet

Standards: 100BASE-TX, T4; or 100BASE-FX

IEEE standard: IEEE 802.3u

Cable:

- a. CAT6; or
- b. MM Fibre

Speed: 100 Mbps

Network topology: Star (Grounding shall meet J-STD-607-A requirements.)

3.3. Printers

Technical specifications:

Printer function: Print, Copy, Scan

Print resolution technology: Monochrome Laser

Print resolution: 14 ppm (Black and White)

Technology: Laser

Print speed: Black (normal, A4): 20 ppm

Print quality: Black (best): 600 x 600 dpi

Scanning optical resolution: 600 dpi

Scanning speed (normal, A4): minimum 14 cpm

Standard printer languages: Postscript and automatic language switching

Connection interface: Hi-Speed USB (compatible with USB 2.0 specifications) with built-in Gigabit Ethernet 10/100/1000Base-TX network port

Compatible operating systems: Windows 10 and lower

Compliance: ENERGY STAR® qualified, CECP, EPEAT® Silver, RoHS

3.4. Other peripherals MPSS

3.4.1. Bar code and QR code reader

Technical specifications:

Type: Linear CCD Scanner

Maximum resolution: 3mil (0.076mm) @ PCS90%

Scan rate: 300 scans

Reading distance: 300mm @ 20mil, PCS90%, Code39

Communication: USB

Regulatory standards: CE, FCC, BSMI, VCCI

Reading indicators: LED, beep

Scan formats: PDF417, QR Code, Data Matrix 1D: Code128, EAN-13, EAN-8, Code 39, UPC-A, UPC-E, Codabar, Interleaved 2 of 5, ITF-6, ITF14, ISBN, Code 93, UCC/EAN-128, GS1 Databar, Matrix 2 of 5, Code 11, Industrial 2 of 5, Standard 2 of 5, Plessey, MSI-Plessey, etc.

3.4.2. Smart card reader

Technical specifications:

Compliant standards: PC/SC ISO 7816

Compatible card: 3V chip card with T=0 and T=1 protocol

Interface: Serial/USB Port

Preferably, reader should support PC/SC drives and OCF

3.5. Miscellaneous hardware MPSS

3.5.1. Uninterrupted Power Supply (the “UPS”)

Technical specifications:

Type: Line Interactive

Battery type: Dry Cell, Hot Swappable

Backup duration: 02 (Two) hour

Voltage fluctuation tolerance: 110-330 VAC

- 3.5.2. **CCTV camera**
Technical specifications:
Video algorithms supported: H.264/MPEG4
Video resolution: 1.3 Megapixel
Resolution: 1280 x 1024
Network protocols: IPv4, IPv6, TCP/IP, UDP, ICMP, DHCP Client, PPPoE, SNMP/IGMP, IEEE 802.3af
Camera image sensor: 1/2.8" Type Progressive Scan CMOS
Compatible OS: Microsoft Windows® 10 or lower
Standards: IP66 compliant or better
Frame rate: 25 fps or better
IR distance: 15 meters or better
Interface: 10/100/1000 BASE-TX Ethernet
Certifications: FCC, CE, UL, ERTL (Government of India) certified and other OEM standards
- 3.5.3. **Network Video Recorder (the "NVR")**
Technical specifications:
Number of channels: 16
Storage: 2 TB Storage, 2 x 3.5" SATA drives bays,
Network interface: 10/100/1000 BASE-TX Ethernet
HDD interface: High Speed USB
- 3.5.4. **LED television**
Technical specifications
Technology: LED
Size: 42"
Resolution: 1920 x 1080
Energy star: 6.0
Dynamic contrast ratio: 500000:1
Inputs: HDMI, DVID, RGB, IR, USB
Power consumption: 60 Watt or Less
- 3.5.5. **Public announcer system**
Technical specifications:
Voice alarm controller: 120 W Amplifier with frequency response of 50 – 16,000Hz
Type and number of inputs: 1-3 Mic inputs, 2 BGM inputs, Power amplifier input
SNR: Over 60 dB
Alert chimes: 6 types of chime sounds,
Evacuation mechanism: Dedicated button for emergency evacuation
Call station: Unidirectional electret condenser microphone
Ceiling speaker: 6W, Metal grilled
Volume controller: Wall Mount, 5 steps (0 dB, -6 dB, -12 dB, -18 dB, OFF), 0.5 - 6 W, Finish ABS Resin
- 3.5.6. **Feedback tablet**
Technical specifications:
Operating system: Android 7.0 or higher
Processor: Quad Core, 1.2 Ghz

RAM: 1 Gb

Camera: 5 Megapixel (Rear) and 2 Megapixel (Front)

Storage: 8 Gb (Expandable up to 32 Gb)

Graphics: Support for 2D and 3D graphics

Display: 7 inch TFT, capacitive and multi-touch display

Interfaces: Bluetooth V4, WiFi IEEE 802.11 b/g/n, micro-USB 2.0 or higher

Battery: 4000 mAh

4. System development MPSS

The Service Provider shall ensure that the Transport Application developed for the proposed modern Front Office IT system shall comply with all the requirements as specified in the FRS. Further, the Service Provider shall develop the Transport Application on internationally recognized ERP system (for example, SAP, Maximo etc.) and shall deploy a COTS based approach that can provide a secure (HTTPS and deploying all necessary Digital Certificates) website and mobile application based solution. The website should be accessible by designated user's, officials, operators, and members of public, with separate access rights.

The Transport Application developed shall adhere to the following security standards with full compliance to the timelines suggested in section pertaining to system development milestones.

4.1. System security standards

The Service Provider should ensure that all aspects of the Transport Application developed should be secured in every possible manner as relevant and required, encompassing all security and functional attributes necessary for the safety of applications during its deployment, operation, testing and maintenance. The below prescribed guidelines should be borne in mind while designing and implementing the application security framework

- 4.1.1. The risk of outsider and insider fraud is minimized through the security architecture, audit trails, fraud detection and prevention.
- 4.1.2. Access to Transport Application and its components and documentation is limited to 'need-to-know' and 'need-to-process' only. Segregation of duties and privileges (e.g. 'create' and 'release' functions) is implemented for high impact system interaction (e.g. financial-, access control- or security-related). High impact system interaction is logged and kept for audit purposes. Access authorization is auditable, i.e. standard system functions provide insight in actual access rights at any time. The default access right for any functionality should be based on the principle of denial.
- 4.1.3. All cryptographic protocols employed by the Service Provider shall be well-established, peer-reviewed and academically endorsed protocols and associated key-lengths that are considered fit-for-purpose for the entire lifetime of the project³.
- 4.1.4. The system security solutions shall comply with national regulations and international standards (e.g. ISO/IEC 27001).
- 4.1.5. The implementation should have a centralized secured key password repository.
- 4.1.6. The Transport Application shall ensure that only designated system administrators have access to install software, create/modify/delete user accounts, or perform similar activities on the installed IT hardware.

³ Well-established, peer-reviewed and academically endorsed protocols are i.e. those that are endorsed by e.g. NITS or ENCRYPT.

- 4.1.7. The Transport Application shall deploy source code management system to help management of application source code versions.
- 4.1.8. The Transport Application shall have latest Intrusion Detection and Prevention Systems (the "IDPS") to guard the system from internal and external attacks. The IDPS solution should be based on a hybrid model to ensure latest, best and up to date security against all possible sources and natures of attacks arising therefrom.
- 4.1.9. The Transport Application shall deploy latest antivirus (the "AV") solution across all servers in both the primary data centre and the disaster recovery centre. The adopted antivirus solution should be from reputed service providers in the industry, should be network and host based, and have the capability of network level and file level security provisions. The AV solution shall also have the capability to block servers and prevent the virus spread at the time of outbreak, and should be activated through a no-frills, internationally valid and total grant license.

4.2. System development milestones

The below mentioned timelines shall be adhered to for system development:

S.No.	Action Pointer	Timeline	Sequence
1	Date of signing of contract	T (Date of commencement)	
2	Requirement gathering by the Service Provider	T1 = 1.5 Months	Subsequent to previous
3	Submission of detailed project plan and high level design by the Service Provider and subsequent approval	T2 = 1 Month	Subsequent to previous
4	Submission of detailed design by Service Provider and subsequent approval	T3 = 1 Months	Subsequent to previous
5	Development and testing of Transport Application	T4 = 3.5 Months	Subsequent to previous
6	Implementation in office(s) on pilot basis	T5 = 1 Months	Subsequent to previous
8	State wide roll out	T6 = 1 Months	Subsequent to previous

4.3. System training

The system training shall cover key aspects as enumerated below

- 4.3.1. The training imparted should be as per training and capacity building plan designed as per the requirements of the Transport Department.
- 4.3.2. The training shall cover all the employees of head quarter, RTO's and DTO's expected to access the Transport Application and should incorporate all the necessary contextual material with curative designing and customized modules describing the newly commissioned infrastructure and steps for handling and operating the same, for the different categories of the employees.
- 4.3.3. The training material should be designed in such a manner so as to train, homogenize and familiarize all the employees with the modernised workflows and application functionalities, in the minimum possible time and without the

need of any additional resource. The material should use visual aids and cues extensively and other suitable infographics, flowcharts and figures, wherever necessary, to brief the subject matter and should be designed to be elicit and evoke the trainee's interest.

- 4.3.4. The training should include all topics concerning the necessary and relevant aspects related to changes to business processes, implementation of new systems, updated rules and norms, standard operating procedures, grievance redressal mechanism and the technologies currently under use.
- 4.3.5. The format of the training, communication and reference manuals should be decided with prior consent of the Transport Department with language of the content being English and/or Hindi, with the ratio of the two being as per the instructions from the Transport Department.

5. Software MPSS

5.1. Windows®10 operating system for personal computers

Generic specifications:

Internationally valid, US English based, professional edition and original OEM licensed version of the operating system must be installed on each of the computers. The operating system should be 64 bit and must be compatible with the hardware configuration of the computers. Licenses to be procured equivalent to the number of computers.

5.2. Windows®2016 server operating system for servers

Generic specifications:

Windows server 2016 must be installed on the application, data backup and restoration, web and antivirus servers. It should be original OEM licensed with international validity and enterprise version of 64 bit architecture. No hardware software inter-compatibility issues should arise post installation and during operation. Three editions should be 4- core (For Transport Application, web and data backup and recovery servers) and one should be of 2-core (For antivirus server).

5.3. Antivirus

Generic specifications:

The antivirus is to be deployed and managed centrally and is to cater to all the connected clients on the Front Office LAN. It should offer multi-layered file server protection and comprehensive internet security while ensuring the system performance is impacted to the minimum possible extent. The antivirus should be capable of foiling process memory exploitation by spurious applications. It must offer requisite grade of protection against spyware, malware and rootkit. It must be compatible with the necessary PCI DSS standards. It should deliver reliable security for virtual cloud architecture based systems. It should provide built in features of privilege management, firewall management, notification mechanisms. It should be mutually compatible with the make and type of storage used. There should be easy administration and effective policy enforcement on all clients with cross platform protection for the heterogeneous client base. Data theft protection, phishing protection and heuristic scanning should be integral to the antivirus and it should support remote management with generation of analytical reports.

5.4. Native Transport Application of Transport Department

Generic specifications:

The Transport Application of the Transport Department must support all the required functions and services done online with respect to licensing, registration, permit issuance etc. The application must be designed keeping in mind the range of services offered and user base. It should be developed using the requisite technological frameworks so as to efficiently serve the purpose. It should be able to handle the expected state-wide daily load of online applications without any degradation in performance whatsoever, either due to the inherent characteristics of the application or otherwise. The Transport Application should be compatible and run effortlessly on Android OS, Windows 10 Professional, iOS and Web platforms, supporting all contemporary internet browsers and functioning on optimal computing and processing hardware. It must be extensively and rigorously tested on an exhaustive set of mobile and desktop platforms so as to eliminate any bugs or scope of performance faltering. There should be no conflict whatsoever with any other installed application or running process on the system during its operation. The Transport Application must adhere to necessary security protocols for data input, processing and management, on all deployed platforms.

5.5. Office 365

Generic specifications:

Microsoft® Office 365 containing the entire suite of apps viz. Word, Excel, OneNote etc. must be installed in the US English language format through an internationally valid OEM licensed version on all the computers. The software suite should be compatible with the hardware configuration of the computers. Licenses to be procured equivalent to the number of computers.

5.6. Other utility software

Generic specifications:

Adobe Reader: Latest version with all the required plugins, for Windows® 64-bit on all the computers

Google Chrome: Latest version with all the required plugins, for Windows® 64-bit on all the computers

Mozilla Firefox: Latest version with all the required plugins, for Windows® 64-bit on all computers

5.7. Key management system software

Generic specifications:

As specified and supplied by NICSI.

Appendix E

Indicative space for Front Office

S.No.	Name of RTO	Indicative office area (Sq.Ft.)
1	Jaipur	9000
2	Jodhpur	2100
3	Udaipur	2100
4	Alwar	2100
5	Ajmer	2100
6	Bharatpur	2100
7	Bikaner	2100
8	Chittorgarh	2100
9	Dausa	2100
10	Kota	2100
11	Pali	2100
12	Sikar	2100

Appendix F

Minimum qualification of manpower

S.No.	Position	Minimum qualification and skills	Experience
1	Counter operator (Pre-scrutiny and processing counters)	<ul style="list-style-type: none"> 10+2 pass in any stream with 1 year certificate course in computers from a institute/university recognized by the State/Central Government Typing speed of minimum 20 WPM on computer terminal. Should be able to read, write and speak English, Hindi and local language 	<ul style="list-style-type: none"> Minimum 1 year of relevant working experience (document scrutiny, scanning and data entry, preferably in an e-Governance environment)
2	Centre supervisor / Resource manager	<ul style="list-style-type: none"> Graduate in any discipline from an institute/university recognized by the State/Central Government (Minimum requirement) Fluent in reading, writing and speaking in English, Hindi and local language 	<ul style="list-style-type: none"> Minimum 3 years of experience in providing services to customers/citizens (preferably in e-Governance environment) At least 1 year of experience as supervisor/team lead and supervising/leading an operations team of atleast 10-15 members (preferably in e-Governance environment)
3	IT Specialist	<ul style="list-style-type: none"> Graduate in Computer Science (BCA/MCA/B.E.) from an institute/university recognized by the State/Central Government (Minimum requirement) Fluent in reading, writing and speaking in Hindi and English languages 	<ul style="list-style-type: none"> Minimum 5 years of experience in providing services to customers/citizens (preferably in e-Governance environment) At least 2 years of experience in customer support based IT projects at multiple locations
4	Project Manager	<ul style="list-style-type: none"> Masters / Diploma in Management / MBA or Equivalent (Preferably operations management) Fluent in reading, writing and speaking in Hindi and English languages Team management 	<ul style="list-style-type: none"> Minimum 8 years of experience in providing services to customers/citizens (preferably in e-Governance environment) Atleast 3 years of experience as project manager for a large scale e-Governance project with proven record to manage project operations spread over various geographical locations

S.No.	Position	Minimum qualification and skills	Experience
5	Security Guard	<ul style="list-style-type: none"> 10th standard pass in any stream with atleast 3 years of experience as security personnel for an office establishment having atleast 25 working staff. Fluent in reading, writing and speaking in Hindi. Proficiency in English language is desirable but not mandatory. 	<ul style="list-style-type: none"> Minimum 3 years' experience as security personnel for an office establishment / building preferably a government office.

Minimum Manpower for offices

	Pre-scrutiny staff	Scrutiny staff	Center supervisor	Security Staff	Project Manager
Ajmer	5	8	1	2	-
Alwar	14	21	1	2	-
Bharatpur	4	7	1	2	-
Bikaner	6	10	1	2	-
Chittorgarh	5	8	1	2	-
Dausa	3	5	1	2	-
Jaipur	24	37	1	2	1
Jodhpur	11	17	1	2	-
Kota	6	10	1	2	-
Pali	6	9	1	2	-
Sikar	6	9	1	2	-
Udaipur	11	17	1	2	-
Total	101	158	12	24	1

Section III: Format for Bid submission

Bidder checklists

The checklists shall be included as a part of respective submissions:

Checklist-1: Pre-qualification checklist (to be submitted physically at Transport Department)

DESCRIPTION		Reference	Submission mode	Cover	Provided
Part-1: Documents to be submitted physically at Transport Department before prescribed date and time of submission of Bid					
1	Tender application fee in the manner prescribed.	Clause 1 & Clause 4.4.2	Hard copy	Pre-qualification	Yes/No
2	RISL processing fee in the manner prescribed.	Clause 1 & Clause 4.4.2	Hard copy	Pre-qualification	Yes/No
3	Bid Security in the manner prescribed.	Clause 1 & Clause 4.4.2	Hard copy	Pre-qualification	Yes/No
4	Original Power of Attorney in favour of authorized signatory in the format prescribed in this document.	Clause 4.4.2	Hard copy	Pre-qualification	Yes/No
5	if applicable, Power of Attorney for Lead Member of JV/ Consortium in the format prescribed in this document.	Clause 4.4.2	Hard copy	Pre-qualification	Yes/No
6	if applicable, Joint bidding agreement for JV/ Consortium in the format prescribed in this document.	Clause 4.4.2	Hard copy	Pre-qualification	Yes/No

We confirm to have submitted all the above in accordance with NIT instructions and as per previously mentioned references.

Thanking you,

Yours faithfully,

(Signature, date & stamp of authorized representative of the bidder)

Checklist-2: Technical bid checklist (to be submitted with technical bid)

FORM	DESCRIPTION	Reference	Submission mode	Head	Provided
Part-2: Technical Bid, including all supporting documents as required in respective forms, contain the following					
Form T-1	Technical Bid covering letter	Clause 4.6.b	Online	Technical	Yes/No
Form T-2	Brief information about the Bidder(s)	Clause 4.6.b	Online	Technical	Yes/No
Form T-3	Power of Attorney	Clause 4.6.b	Online	Technical	Yes/No
Form T-4	Power of Attorney for lead member of JV/ Consortium	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No
Form T-5	Joint bidding agreement for JV/ Consortium	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No
Form T-6	Format of submission of Work Experience / Technical Strength of Bidder	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No
Form T-7	Format of Certificate in respect of Bidder's Average Annual Turnover and Net worth	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No
Form T-8	Affidavit on Litigation / Arbitration History	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No
Form T-9	No Deviation Certificate	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No
Form T-10	Details of Certification(s), Affiliation(s)	Clause 2.1 & Clause 4.6.b	Online	Technical	Yes/No

We confirm to have submitted all the above in accordance with NIT instructions and as per previously mentioned references.

Thanking you,

Yours faithfully,

(Signature, date & stamp of authorized representative of the bidder)

Checklist-3: Financial bid checklist (To be submitted with financial bid)

FORM	DESCRIPTION	Reference	Submission mode	Head	Provided
Form F-1	Format for Financial Bid Submission	Clause 4.6.c	Online	Financial	Yes/No

We confirm to have submitted all the above in accordance with NIT instructions and as per previously mentioned references.

Thanking you,

Yours faithfully,

(Signature, date & stamp of Authorized Signatory of the bidder)

Form T-1: Technical Bid Covering Letter

(To be prepared on letterhead of the Bidder, scanned & uploaded on e-procurement portal)

To,

Deputy Transport Commissioner (Planning and Development)

Transport Department Headquarters,

Parivahan Bhavan,

Sahkar Marg,

Jaipur, Rajasthan – 302005

Sub.: NIT for -----

Ref:

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the above referred NIT document including amendments/ addendums (if any) thereof and we undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid for the aforesaid service. Our bid for the subject NIT is unconditional and unqualified.
2. I/We offer to execute the work in accordance with the scope of work and the conditions of contract of this NIT both explicit and implied.
3. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. I/We understand that :
 - a. This bid, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid security, shall be summarily rejected.
 - b. If at any time, any averments made or information furnished as part of this bid is found incorrect, then the bid will be rejected and the contract if awarded on the basis of such information shall be cancelled.
 - c. Transport Department is not bound to accept any/ all Bid(s) it will receive.
 - d. Until a contract is executed, this bid together with NIT Document as well as notification of Letter of Award (LoA) issued by Transport Department shall constitute a binding Contract between us.
5. I/We declare that :
 - a. I/We have not been blacklisted/ *declared ineligible* by Transport Department or Central Government/ any State Government/ Public Sector Undertakings/ Government bodies/ Autonomous agencies or their executing agencies.
 - b. I/We also confirm that I/We have not been *declared as non-performing or debarred* by Central Government/ any State Government/ Public Sector Undertakings/ Government bodies/ Autonomous agencies or their executing agencies.

- c. I/We *haven't been blacklisted* by a Central Government/ any State Government/ Public Sector Undertakings/ Government bodies/ Autonomous agencies or their executing agencies and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.
 - d. 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 the Contract Agreement, in respect of any tender or Notice Inviting Tender issued by or any Contract entered into with Transport Department or any other public sector enterprise or any government, Central or State; and
 - e. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT 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.
6. In the event of my / our Bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.
7. I/We certify that :
- a. I/We 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 subject work or which relates to a grave offence that outrages the moral sense of the community.
 - b. Neither the bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.
 - c. No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 - d. **I / We don't have any conflict of interest in terms of Clause 2.2 defined in this NIT document.**
 - e. The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all documents accompanying my/our bid are true copies of their respective originals. I/We shall be liable for disqualification or termination of contract at any stage, if any information/ declaration is found to be incorrect or false. I/We will intimate Transport Department promptly in case of any change in the information submitted as part of this technical bid.
 - f. I/We offer the cost of the NIT document and bid security in accordance with the NIT document as per the details furnished below:

	DD/ Bankers Cheque No.	Date	Amount (Rs.)	Issuing Bank/ Branch
1.Tender application fee				
2.Bid security				
3. RISL Fee				

- g. The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the NIT document and marked appropriately.
- h. I am the Director / Authorized Signatory of the aforesaid company / firm and I am authorized to sign this bid on behalf of the firm / company. I am submitting this bid after carefully reading all the terms and conditions contained in the NIT document and its addendum/ amendment, if any, and undertake to abide by the same. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

We remain,

Yours sincerely,

Name

Designation/ Title of the Authorized Signatory.....

Stamp

Form T-2: Brief Information about the Bidder(s)

(To be prepared on letterhead of the Bidder, scanned & uploaded on e-procurement Portal)

Sub.: NIT for -----

Ref:

1 .

- a . Name of Bidder:
- b . Year of establishment
- c . Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.
- d . In case of a Government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.

Yes/ No/ Not applicable

- e . Name(s) of Directors/ Proprietors/ Partners

.....
.....
.....

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

- a. Complete postal address:
- b. Fixed telephone number
- c. Mobile telephone number
- d. E-mail address

3. Name & Address of the principal banker⁴:

- a. Bank A/c number
- b. Branch address
- c. IFSC /MICR code:

4. Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

The following information shall also be provided for each Member:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

Name

Designation/ Title of the Authorized Signatory.....

Note: In case of JV/ Consortium, the aforesaid information shall be required for each member of the JV/ Consortium separately.

⁴ These details are required for refund of Bid security

Form T-3: Power of Attorney

Know all men by these presents, we, (name of company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of..... and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or 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 selection as the agency for "Development, Operation and Maintenance of modern Front Offices, under PPP mode, for Transport Department, Government of Rajasthan" proposed by Transport Department, Government of Rajasthan (hereinafter referred to as 'Transport Department') including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to Transport Department, representing us in all matters before Transport Department, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with Transport Department in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or 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 Authorised Representative/ 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, 2017

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised
Accepted

.....

(Signature, name, designation 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.***

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a 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, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.

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Form T-4: Power of Attorney for Lead Member of JV/ Consortium

Whereas

the Transport Department, Government of Rajasthan ("Transport Department") has invited bids from interested parties for the *selection as the agency for "Development, Operation and Maintenance of modern Front Offices, under PPP mode, for Transport Department, Government of Rajasthan"* ("the Project").

Whereas,

....., and (collectively the "JV/ Consortium") being Members of the JV/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Notice Inviting Tender and other connected documents in respect of the Project, and

Whereas,

it is necessary for the Members of the JV/ Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/ Consortium, all acts, deeds and things as may be necessary in connection with the JV/ 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 JV/ Consortium, as the Lead Member and true and lawful attorney of the JV/ Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/ Consortium and any one of us during the bidding process and, in the event the JV/ Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, 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 JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Transport Department, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV's/ Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Transport Department and Completed.

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/ JV/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)

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. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarized by a notary public.***
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Form T-5: Joint Bidding Agreement for JV/ Consortium

(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, and having its registered office at } (Hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- (A) The Transport Department, Government of Rajasthan, being led by the Transport Commissioner and having its principal offices at Transport Department Headquarters, Parivahan Bhavan, Sahkar Marg, Jaipur, Rajasthan – 302005 (hereinafter referred to as the "**Transport Department**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Notice Inviting Tender No _____ dated _____ (the "**NIT**") for award of contract for "*Development, Operation and Maintenance of modern Front Offices, under PPP mode, for Transport Department, Government of Rajasthan*" (the "**Project**").

- (B) The Parties are interested in jointly bidding for the Project as members of a JV/ Consortium and in accordance with the terms and conditions of the NIT document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the NIT document that the members of the JV/ 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 capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the NIT.

2. Consortium

- 1.1. The Parties do hereby irrevocably constitute a JV/ consortium (the "**JV/ Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.
- 1.2. The Parties hereby undertake to participate in the Bidding Process only through this JV/ Consortium and not individually and/ or through any other JV/Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

2. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Contract Agreement with the Transport Department for performing all its obligations as the Service Provider in terms of the Contract Agreement for the Project.

3. Role of the Parties

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and till the completion of Project as per Contract Agreement;
- b. Party of the Second Part shall be {the _____Member of the Consortium ;}
- c. {Party of the Third Part shall be the _____Member of the Consortium; and}

[Details of responsibilities of individual members, particularly with reference to financial and technical obligations]

4. Joint and Several Liability

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

5. Stakes in the JV/ Consortium

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

First Party:

Second Party:

{Third Party:}

6. Representation of the Parties

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

- a. Such Party is duly organized, 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 authorized 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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV/ 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 organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, 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.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of the Project is achieved under and in accordance with the Contract

Agreement, in case the Project is awarded to the JV/ Consortium. However, in case the JV/ Consortium is either not qualified 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 the Transport Department to the Bidder, as the case may be.

8. Miscellaneous

- 8.1. This Joint Bidding Agreement shall be governed by laws of India.
- 8.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Transport Department.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(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. ***The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarized by a notary public.***
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 favor 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.

Form T-6: Format of submission of work experience / technical strength of bidder

[Maximum of ten (10) work experiences allowed. If more than 10 work experiences are submitted, the first ten would be considered]

Shall be accompanied with project citation, copies of client certificate (for completion as well as work in progress), copies of work order, contract with scope of work

Sub.: -----

Ref: NIT No. -----.

Assignment name:	Country: Location within country :
Name of client:	Address:
Duration of assignment (months): Stat date (month/year): Completion date (month/year):	Total no of staff-months of the assignment: Total no of staff : Months of the assignment :
Approx. value of the contract (in current INR):	
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	
a) Is this: Development, operation and maintenance of a front office project for government/PSU based organizations within the past 10 years (Ten years)	Yes/ No
b) Is this: Project is a Multi-locational Project (citizen services were delivered from atleast 5 different delivery centers as a part of the cited project)	Yes/ No
c) Is this: Project executed in India	Yes/ No
d) Does this project have deployment and management of IT (Software & Hardware), non-IT infrastructure and manpower for counter operations as a part of the scope.	Yes/ No
e) Number of transactions processed: • Maximum in any one year: _____ • In Total for project: _____	

Name of the firm.....

Designation/ title of the authorized signatory.....

Stamp

Notes:

Bidder should submit relevant details of each projects in this format and should enclose:

go-live / acceptance / completion certificate issued by the client; and

work order / copy of contract / letter of award highlighting detailed scope of project implemented within the last ten (10) financial years prior to the Bid due date as proof for the same.

DRAFT

Form T-7 Format of certificate in respect of Bidder's average annual turnover and net worth

Certificate (to be given by a statutory auditor) and shall be accompanied by audited annual financial reports (of each member in case of a JV/ Consortium), audited and approved by a statutory auditor, for the last 3 (three) financial years, immediately preceding the Bid due date

Sub.: -----

Ref: **NIT No.** -----

Dated: /...../2018

Certificate of annual turnover and network

It is certified that we have examined the audited books of accounts of M/s. _____
(name and address of the Bidder) _____ and the details of the
annual turnover during the last three financial years and net worth as on _____ are as
under:

a) Annual turnover

Amount in INR.

Financial Year	Amount figures	in	Amount in words
FY 2015-16			
FY 2016-17			
FY 2017-18			
Average of 3 years			

a) Network

Amount in INR.

Financial Year	Amount figures	in	Amount in words
FY 2015-16			
FY 2016-17			
FY 2017-18			
Average of 3 years			

(Signature of *statutory auditor*)

Name:

Stamp:

Place:

For (Name of accounting firm)

Name of Partner/Proprietor

Membership number

Stamp

DRAFT

Form T-8: Affidavit on Litigation / Arbitration History

(on Non-judicial Stamp Paper of appropriate value)

Shall be accompanied with a list of board of directors certified by the company secretary as of the date of submission of the Bid

Name of Bidder:

The Bidder should provide information on any history of litigation or arbitration resulting from the contracts executed in the last five years or currently under execution.

Year	Award for or against Bidders	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rs.)	Actual Awarded Amount in Indian Rs.

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER

1.
 - a. Has the Bidder or its constituent Partners history of litigation awarded against him?
 - b. If yes, give details
.....
.....
2.
 - a. Has the Bidder or any of its constituent Partners or Directors been debarred / expelled, during the last 5 years as on the date of bid, on the basis of their performance in any assignment or for any other reason including fraudulent and corrupt practices, etc.?
 - b. If yes, give details including period of debarment:
.....
.....
3.
 - a. Has the Bidder or any of its constituent Partners or Directors failed to perform on any contract, during the last 5 years as on the date of bid, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt?
 - b. If yes, give details
.....

Notes:

If any information in this affidavit is found to be incorrect or concealed, prequalification / bid will be summarily rejected. Based on information in this affidavit, Transport Department, in its sole discretion shall take a decision to prequalify the Bidder.

Form T-9: No Deviation Certificate

(To be typed and submitted in the Letter Head of the company/firm of Bidder)

To,

Office of the Deputy Transport Commissioner (Planning and Development)
Transport Department Headquarters,
Parivahan Bhavan,
Sahkar Marg,
Jaipur, Rajasthan – 302005

Dear Sir,

Sub: No Deviation Certificate

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by Transport Department, Government of Rajasthan and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the NIT conditions together with other references applicable for the above referred NIT Specification.

We further confirm our unqualified acceptance to all terms and conditions, unqualified compliance to NIT Conditions.

We confirm to have submitted offer in accordance with NIT instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & stamp of authorized representative of the bidder)

Form T-10 Details of Certification(s) and Affiliation(s)

**Authorised Partner(s) of OEM/Other leading technology providers/
System Integrators, supported with certified copies.**

Sub.:

Ref:

Dated: /...../2019

S.No.	Particulars of Certification(s), Affiliation(s), International rating(s), Authorized partner(s)	Details of Technology partner or Agency granting certification, affiliation, etc.	Year of Achievement	Validity (if any)

Please add additional rows, if required.

Form F-1: Format for Financial Bid Submission

(For sample only, actual Format to be downloaded from e-procurement Portal for on-line submission)

Sub.: NIT for -----

Ref:

Dear Sir,

I/We, the undersigned having examined the above referred NIT including addendums/corrigendums thereof and, hereby offer to submit our bid to undertake the subject assignment with per transaction cost as furnished below.

Financial Proposal:

S.No. Particulars		Cost per Transaction (including GST)
A	Cost per Transaction (in compliance with entire scope of work and including GST)	
Amount (Rupees in words):		

1. I/We do hereby confirm that my/ our bid price include all statutory taxes/ levies and GST (as applicable on the services). I/ We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us.
2. The quoted rates for all items are valid and shall remain unchanged for entire term of the Contract Agreement of five years, and the extension period of one year, if any.
3. This Bid is **valid** for a period of **75 calendar days** from the bid due date.
4. I/ We, understand that:
 - a. In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

[signature]

Name

Designation/ Title of the Authorized Signatory.....

[stamp]

Format for submission of PBG

Performance Bank Guarantee (PBG)

To,
Deputy Transport Commissioner (Planning and Development)
Transport Department Headquarters,
Parivahan Bhavan,
Sahkar Marg,
Jaipur, Rajasthan – 302005

WHEREAS M/s _____ [name and address of agency] (hereinafter called "the Service Provider") has applied in pursuance to Transport Department's Notice Inviting Tender (NIT) against NIT No. dated for "-----" and has been adjudged successful bidder vide Letter of Award (LoA) No. dated and has been asked to sign a Contract Agreement in terms of the said NIT.

AND WHEREAS it has been stipulated by Transport Department in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of contract.

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of INR ` _____/- (Indian National Rupees _____) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

1. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
2. We further agree that no change or addition to or other modification of the terms of the Service Provider or of the works to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
3. We undertake to pay to the Transport Department any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
4. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.
5. This guarantee shall be operatable at our _____ branch at Jaipur, Rajasthan from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be

made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

6. This bank guarantee shall be valid from _____

7. Notwithstanding anything contained herein:

- a. Our liability under the Bank Guarantee shall not exceed ____/-
- b. The Bank Guarantee shall be vailed upto _____.
- c. We are liable to pay Guarantee amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before _____.

Date:

Name:

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone Number _____

E-mail _____

Name of controlling bank branch _____

Address _____

Telephone Number _____

E-mail _____

Name of bank branch at Jaipur _____

Address _____

Telephone Number _____

E-mail _____

Section IV: Draft Contract Agreement

DRAFT CONTRACT AGREEMENT

No.

This Contract Agreement (hereinafter called the "Contract") is made on this ____ day of the month of _____, 2019.

BETWEEN

The Transport Department, Government of Rajasthan, being led by the Transport Commissioner and having its principal offices at Transport Department Headquarters, Parivahan Bhavan, Sahkar Marg, Jaipur, Rajasthan – 302005 (hereinafter referred to as the "**Transport Department**", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s _____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____ (for and on behalf of Consortium comprising.....and (collectively the "Consortium") with.....as its lead member (the "**Lead Member**") (hereinafter referred to as the "*Service Provider*" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART.

WHEREAS

- (a) the Service Provider, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to Transport Department through their bids, against NIT for *Development, Operation and Maintenance of modern Front Offices, under PPP mode, for Transport Department, Government of Rajasthan*, NIT No. ----- on above subject. (hereinafter called the "Tender") for -----that they have the required professional skills, Personnel and technical resources to provide the required Services;
- (b) on the basis of the said Tender, Transport Department has adjudged the Service Provider as a Successful Bidder and issued Letter of Award (LoA) No. dated __.__.2017 for the same;
- (c) the Service Provider has agreed through their letter of acceptance No dated to provide the said Services on the terms and conditions set forth in this Contract Agreement and has also submitted performance bank guarantee equivalent to (Rs.) such that it remains valid until six months beyond completion of the contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of

which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and Transport Department shall be as set forth in this Contract Agreement, in particular:]
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Transport Department shall make payments to the Service Provider in accordance with the provisions of the Contract.
2. The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract Agreement viz.
 - (a) Schedule A: Conditions of Contract
 - (b) Appendices:
 - Appendix I Copy of Financial Bid of the Service Provider
 - Appendix II Letter of Award issued by Transport Department.
 - Appendix III Letter of Acceptance submitted by the Service Provider
 - Appendix IV Copy of the Performance Security submitted by the Service Provider including copies of confirmation provided by the respective bank.
 - Appendix V Copy of the Technical Bid and/or any subsequent correspondence of the Service Provider/ Transport Department
 - Appendix VI Copy of NIT Document and subsequent amendment / addendum including Minutes of Pre-bid Meeting, if any

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be executed by their respective authorized representatives on the day and year first before written.

FOR AND ON BEHALF OF

(Transport Department)

(Authorized Representative)

Name : _____

Designation _____

Transport Department Headquarters,

Parivahan Bhavan,

FOR AND ON BEHALF OF

(M/s _____)

(Authorized Representative)

Name : _____

Designation : _____

M/s _____

Address : _____

Sahkar Marg,
Jaipur, Rajasthan – 302005

In the presence of following witnesses:

Name : _____
Designation _____
Transport Department Headquarters,
Parivahan Bhavan,
Sahkar Marg,
Jaipur, Rajasthan – 302005

Name : _____
Designation : _____
M/s _____
Address : _____

Name : _____
Designation _____
Transport Department Headquarters,
Parivahan Bhavan,
Sahkar Marg,
Jaipur, Rajasthan – 302005

Name : _____
Designation : _____
M/s _____
Address : _____

1. Definitions and Interpretations

1.1. Definition

The words and expressions beginning with capital letters and defined in this Contract Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules annexed hereto. Words used in capitals and not defined herein but defined in the NIT shall have the meaning as ascribed thereto in the NIT.

1.2. Interpretation

1.2.1. In this Contract Agreement, unless the context otherwise requires:

- 1.2.1.1. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- 1.2.1.2. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- 1.2.1.3. references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 1.2.1.4. the table of contents, headings or sub-headings in this Contract Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract Agreement;
- 1.2.1.5. the words "**include**" and "**including**" are to be construed, without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;
- 1.2.1.6. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 1.2.1.7. any reference to day shall mean a reference to a calendar day;
- 1.2.1.8. references to a "**business day**" shall be construed as a reference to a day (other than Saturday, Sunday and holidays) on which banks in their respective States are generally open for business;
- 1.2.1.9. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.2.1.10. references to any date, period or time shall mean and include such date, period or time as may be extended pursuant to this Contract Agreement;
- 1.2.1.11. any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract Agreement is not a business day,

- then the period shall run until the end of the next business day;
- 1.2.1.12. the words importing singular shall include plural and vice versa;
- 1.2.1.13. "**lakh/lac**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- 1.2.1.14. references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganization**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.1.15. save and except as otherwise provided in this Contract Agreement, any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of Transport Department hereunder or pursuant hereto in any manner whatsoever;
- 1.2.1.16. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract Agreement from or by any party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such party, as the case may be, in this behalf and not otherwise;
- 1.2.1.17. the schedules and recitals to this Contract Agreement form an integral part of this Contract Agreement and will be in full force and effect as though they were expressly set out in the body of this Contract Agreement;
- 1.2.1.18. references to recitals, articles, clauses, sub-clauses or schedules in this Contract Agreement shall, except where the context otherwise requires, mean references to recitals, articles, clauses, sub-clauses and schedules of or to this Contract Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract Agreement or of the schedule in which such reference appears; and
- 1.2.1.19. the damages payable as set forth in this Contract Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the party entitled to receive the same and are not by way of penalty (the "**Damages**");
- 1.2.1.20. "**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;
- 1.2.1.21. "**Effective Date**" shall mean date of this Contract Agreement;
- 1.2.2. Any word or expression used in this Contract Agreement shall, unless otherwise defined or construed in this Contract Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3. Arithmetic conventions

All calculations shall be done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Priority of Agreements, Clauses and Schedules

- 1.4.1. In case of inconsistency between the provisions of this Contract Agreement and the NIT, the terms of this Contract Agreement shall prevail to the extent of such inconsistency.
- 1.4.2. In case of ambiguities or discrepancies within this Contract Agreement, the following shall apply:
 - 1.4.2.1. between two or more clauses of this Contract Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses;
 - 1.4.2.2. between any two Schedules/Articles, the Schedule / Article relevant to the issue shall prevail;
 - 1.4.2.3. between the written description on the drawings/design documents, if any, and the Specifications and Standards, the latter shall prevail; and
 - 1.4.2.4. between any value written in numerals and that in words, the latter shall prevail.

Schedule-A

Conditions of Contract

1. Scope of Work

The Service Provider shall perform the services specified in Section II: Terms of Reference of the NIT.

2. Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Transport Department and the Service Provider. The Service Provider, subject to this Contract Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Service Provider shall alone be responsible for the remuneration and statutory compliance with respect to its employees, contractors or representatives. Transport Department has no liability w.r.t. the representatives/ employees of the Service Provider. Service Provider will keep Transport Department fully indemnified in this regard.

3. Governing Law and Jurisdiction

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

4. Language

This Contract Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract Agreement.

5. Effectiveness of Contract

This Contract Agreement shall come into effect on the date the Contract is signed by both the parties. The date, the Contract comes into effect is defined as the Effective Date.

6. Commencement of Services

The Service Provider shall commence the Services to Transport Department as per the Section II: Terms of Reference of the NIT.

7. Expiration of Contract

7.1 The term of this Contract Agreement shall be for a period of Five (5) years with effect from Effective Date.

7.2 The Agreement Period may be further extended for a period of another one (1) years annually on the existing terms and conditions subject to satisfactory performance and continued requirement of Transport Department at its sole discretion.

8. Assignment

This Contract Agreement shall not be assigned by the Service Provider to any person / agency save and except with the prior consent in writing of Transport Department and Transport Department shall be entitled to decline without assigning any reason whatsoever.

Notwithstanding anything to the contrary contained in this Contract Agreement, Transport Department may, after giving 30 days' notice to the Service Provider, assign and/ or transfer any of its rights and benefits and/or obligations under this Contract Agreement to an assignee who is, in the reasonable opinion of Transport Department, capable of fulfilling all of the Transport Department's then outstanding obligations under this Contract Agreement.

9. Severability

If for any reason whatsoever any provision of this Contract 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 the dispute resolution procedure set forth under this Contract Agreement or otherwise.

10. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address specified below. The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.

The addresses for service of Notice shall be:

Deputy Transport Commissioner (Planning and Development)

Transport Department Headquarters,

Parivahan Bhavan,

Sahkar Marg,

Jaipur, Rajasthan – 302005

transport.pd@rajasthan.gov.in

Service Provider:

Attention:

Address:

E-mail:.....

11. Deployment of necessary manpower

- 11.1. The Service Provider shall provide and deploy manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the NIT.
- 11.2. The manpower to be deployed under this project should be without any criminal background / record.
- 11.3. The Service Provider shall pay fair and reasonable wages to the workmen employed as per Minimum Wages Act, 1948.
- 11.4. There is no master and servant relationship between the employees of the Service Provider and Transport Department, Government Of Rajasthan, further that the said persons of the Service Provider shall not claim any absorption in the Transport Department, Government of Rajasthan on any ground whatsoever.
- 11.5. The Service Provider shall not claim any benefit/ compensation/ absorption/regularization of services of its employees from the Transport Department in any form.
- 11.6. The Service Provider's Personnel shall not disclose any operational process, technical know-how, security arrangements and administrative/organizational matters without the permission of Transport Commissioner, Government of Rajasthan as all these matters are of confidential/secret nature.
- 11.7. The Service Provider shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the Transport Department, Government of Rajasthan shall not incur any liability of the Service Provider for any expenditure whatsoever on the persons employed by the Service Provider on account of any such statutory obligation.
- 11.8. Continued violation of this may lead to termination of contract and forfeiture of Performance Bank Guarantee.

12. Payment Terms

The Service Provider shall collect, from the user, their Transaction fee, by appropriating a payment gateway. It will be the sole responsibility of the Service Provider to collect such fee, which shall be strictly based upon the per Transaction fee quoted by the Service Provider in its financial bid. It is to be noted that there shall be no revision in such Transaction fee during the contract period (including the extension period, if any).

The daily collection report shall be submitted online by the Service Provider to the Transport Department, Government of Rajasthan.

In case of missed SLAs, penalty by way of quarterly bills shall be raised by the Transport Department to the Service Provider and the Service Provider shall be liable to submit the penalty within 30 calendar days of such notice. The Service Provider shall deposit the same with the Transport Department in the form of a Demand Draft, drawn on a scheduled bank in India and drawn in favour of "Transport Commissioner, Government of Rajasthan" and payable at Jaipur, Rajasthan. If in case the Service Provider fails to deposit such amount to the Transport Department within time as specified above, the Transport Department shall charge an annual interest of 18% on the delayed payments. In case the Service Provider fails to deposit such amount

within further 180 days, the Transport Department shall forfeit the Performance Security and proceed for termination of the contract.

13. Waiver

Waiver of any provision of or right under this Contract:

- a. must be in writing signed by the party entitled to the benefit of that provision or right; and
- b. shall be effective only to the extent set out in any written waiver.

14. Fraud and Corruption

14.1. Definitions

It is Transport Department's policy that Transport Department as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, Transport Department defines, for the purpose of this provision, the terms set forth below as follows:

"corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or execution of a contract with Transport Department; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive Transport Department of the benefits of free and open competition;

"collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of Transport Department, designed to establish prices at artificial, non-competitive levels;

"coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

"unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was not agreed to; and

"restrictive practices" means forming a cartel or arriving at any understanding or arrangement among bidder(s) with the objective of restricting or manipulating a full and fair competition in the bidding process.

14.2. Measures to be taken by Transport Department

14.2.1. Transport Department may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive, coercive, unfair trade or restrictive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to Transport Department to remedy the situation;

14.2.2. Transport Department may also sanction against the Service Provider, including blacklisting / declaring the Service Provider ineligible,

either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract with Transport Department.

15. Confidentiality of the Assignment/Findings

The Service Provider shall not, during the term of this Contract Agreement and within three years after its expiration or termination, disclose or permit to be disclosed any proprietary or confidential information relating to the services, this Contract Agreement or the Transport Department's business or operations without the prior written consent of Transport Department to any third party other than its agents, consultants, or subcontractors who need to know in connection with the purpose for which it was disclosed and who are bound to preserve the confidentiality thereof, to any person outside its organization, any Proprietary Information.

The Service Provider and its Personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Transport Department. Without limitation of the foregoing, Service Provider shall not cause or permit reverse engineering of any proprietary information or recompilation or disassembly of any information or software programs which are part of the proprietary information received by it under this Contract Agreement. For the purposes of this Contract Agreement proprietary information shall include but not be limited to terms of this Contract Agreement, strategies, official secrets, actual and anticipated research, developments or plans, services, software, data, client database/ any other client related information, source codes, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, Personnel, financial information, demonstrations, operations, records, assets, technology, data and information derived whether existing or derived / analysed out of the information made available to the Service Provider in form of raw data or reports, in any form whatsoever.

The Service Provider alone shall be responsible to ensure the maintenance of confidentiality as contemplated above and shall be responsible to employ sufficient measures to prevent any unauthorised access of the proprietary information.

16. Ownership of Equipment & Other Conditions

- 16.1. The Service Providers are advised to offer and propose the latest technologies/ cost effective/ innovative/ best suitable system and equipment.
- 16.2. Any studies report or other material, data or information otherwise prepared by the Service Provider for Transport Department under the contract including all related database/ files /back up of images/ videos/ hardware etc. shall belong to and remain the property of Transport Department which will be handed over to Transport Department in a condition that it can be made use of by it without having to procure any propriety software/ tool.

17. Insurance Cover to be Maintained

- 17.1. Possession and ownership of each Contract Material, including any replacement thereof (whether pursuant to the material's replacement or in

the ordinary course of the operation of the IT System) and including all the hardware, software and the source code, will transfer to and vest in the Transport Department upon start of the project or the date of material's replacement and/or update (as the case may be). The Contractor must bear all costs incurred in the transfer of ownership and possession of Contract Material to the Department, including any national internal revenue taxes, transfer taxes, and registration fees.

- 17.2. The Contractor may be required to maintain deemed ownership of hardware, software and related physical Project Assets developed for this purpose throughout the duration of the contract to claim depreciation under Income Tax Act and ensure proper insurance coverage of the Contract Material against fire, theft, vandalism or any other perceived risk(s) / natural disaster, etc. The Service Provider is also required to take all steps to ensure the security of client sensitive assets created within Contract Material as per conditions specified within Section 15, Section 18, Section 20, and other relevant sections of this Contract.
- 17.3. The Service Provider shall indemnify Transport Department against any damage/ loss of property or Personnel of Service Provider working on any site under this Contract Agreement.

18. No Advertisement

The Service Provider shall not be granted any rights to undertake, and must not undertake, any commercial developments (for example, any advertisements on websites, or advertisement on Transport Application or in Front Office) under or in connection with this Contract. Further, the Service Provider is not allowed to use extract information from Contract Material for the purpose of soliciting or contacting clients for purposes that may, or may not, be related to this Project.

19. No Partnership

This Contract Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties, or to impose any partnership obligation or liability upon either party and neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other party.

20. Intellectual Property Rights

20.1. Unless otherwise expressly stated in this Contract Agreement (and subject to the grant of any licence as contemplated in this Contract Agreement), no Pre-existing Intellectual Property Rights of either party are assigned or otherwise transferred.

20.2. The Transport Department will own all Intellectual Property Rights in each and every deliverable immediately from creation (including part creation), except for any Pre-existing Intellectual Property Rights of the Service Provider. The Service Provider assigns to the Transport Department all right, title and interest including Intellectual Property Rights in all wholly or partially created deliverables. This assignment will be effective immediately on creation (including as a present assignment of future copyright) without the need for further assurance.

20.3 The Service Provider grants (and must ensure than any third party involved in the development of any deliverable assigns, without any additional cost to the

Transport Department,) to the Transport Department a worldwide, royalty-free, perpetual, irrevocable, transferable, sublicenseable and non-exclusive licence to use the Pre-existing Intellectual Property Rights of the Service Provider and any Pre-existing Intellectual Property Rights third parties which are embodied or incorporated in a deliverable or are otherwise necessary or desirable to make use of any deliverable. This licence survives the termination or expiry of this Contract Agreement and without limiting this Section 14.1 in any other way includes the right to use, copy, modify, enhance or improve, or create further derivative works (and to allow third party contractors to do the same but only in connection with services acquired by the Transport Department or any nominee) of the Pre-existing Intellectual Property Rights in connection with the use of a deliverable.

20.4 The Transport Department grant to the Service Provider a revocable, non-transferable, non-exclusive and royalty-free licence for the term to use the Transport Department' Intellectual Property Rights solely to the extent necessary for the Service Provider to perform, and solely for the purposes of the Service Provider providing, the Project, IT system and O&M.

20.5 The terms and conditions between the Service Provider and any third party with respect to any Intellectual Property Rights of any third party and which are required to be licensed under this Contract Agreement (including any Intellectual Property Rights in the nature of software, including commercially available software) must comply with terms (including the terms of this Section 19) prescribed by this Contract Agreement.

21. Force Majeure

Neither party shall in any event be liable for any failure to perform its obligations under this Contract Agreement due to any events beyond the reasonable control of either party or any events of force majeure.

No party shall be considered in default of performance of its obligations under the terms of this Contract Agreement, if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected by such event (hereinafter referred to as "**Affected Party**"), including, but not limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions which substantially bars the performance of obligations of the Affected Party (hereinafter referred to as "**Force Majeure Event**")

21.1. Reporting of Force Majeure

If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall within maximum 24 hours notify the other party in writing of such condition and the cause thereof. However, in case the Service Provider claims to have suffered a Force Majeure Event, the Service Provider shall continue to perform its obligations under this Contract Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by Transport Department.

21.2. Mitigate the Force Majeure Event

Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect

thereof. Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

22. Dispute Resolution

22.1. Reconciliation Process

If a dispute arises in relation to the conduct of this Contract (The "Dispute"), a party must comply with this clause 21 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 21.

22.2. Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

22.3. Parties to Resolve Dispute

During the 14 days after a notice is given under clause 21.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of senior executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one part to the other of existence of such dispute, then the arbitrator shall be appointed by the Government of Rajasthan. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The jurisdiction of Arbitration proceedings will be Jaipur, Rajasthan.

22.4. Confidentiality

Any information or documents disclosed by a party under this clause 21:

1. must be kept confidential; and
2. may only be used to attempt to resolve the Dispute.

22.5. Costs

Each party to a Dispute must pay its own costs of complying with this clause 21. The parties to the Dispute must equally pay the costs of the arbitrator.

22.6. Breach of this clause

If a party to a Dispute breaches clauses 21.1 to 21.5, the other party does not have to comply with those clauses in relation to the Dispute.

23. Termination

- 23.1 Either party may terminate this Contract Agreement due to breach of terms agreed to in this Contract Agreement by the other party. However, the party aggrieved by the breach shall give written notice to the other party to this Contract Agreement indicating that the contract shall be terminated not earlier than 90 days from the date of the receipt of the notice.
- 23.2 Transport Department, in its sole discretion and for any reason whatsoever, may terminate this Contract Agreement for dereliction in performance of stipulated duties by the Service Provider.
- 23.3 Notwithstanding anything stated in this Contract Agreement, in the event of any defaults on part of the Service Provider, Transport Department shall issue a notice to the Service Provider (hereinafter referred to as "Cure Period Notice"). If the Service Provider fails to cure the default within the Cure Period, as stated in the Cure Period Notice, the Service Provider shall be deemed to be in default of this Contract Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Service Provider. The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Service Provider or when the default comes into the knowledge of the Service Provider, whichever is earlier. If the Service Provider fails to remedy the default after lapse of cure period notice, Transport Department may consider terminating the contract.
- 23.4 Transport Department will terminate this Contract Agreement if in its judgment the Service Provider has engaged in collusive, coercive, unfair trade, restrictive, corrupt and fraudulent practice in competing for or in execution / implementation of the project.
- 23.5 Notwithstanding the above, Transport Department may terminate the Contract for convenience by giving 90 days prior notice without assigning any reason

24. Consequences of Expiry / Termination

- 24.1 Upon expiry / termination, the Service Provider shall, without delay or demur, transfer all relevant documents / information/ software application developed under the contract / sources code / back up / data/ permissions/ hardware/ furniture/ fixtures or any other entity as directed by Transport Department on an As-Is Where-Is basis;
- 24.2 Upon termination (except on account of expiry of term of this Contract Agreement or Force Majeure), Transport Department shall be entitled to appropriate the Performance Security.
- 24.3 In case of termination of the project at the discretion of Transport Department due to any reasons not attributable to the Service Provider, the Service Provider will get amount equivalent to the revenue (i.e. number of Transaction undertaken multiplied by per Transaction fee) of previous quarter as compensation towards loss suffered for the remaining un-served period of the Contract. Pursuant to payment of such compensation, the Service Provider shall have no further claim against the Transport Department w.r.t. this Contract Agreement.

25. Survival of Rights

Notwithstanding anything to the contrary contained in this Contract Agreement, any termination pursuant to the provisions of this Contract Agreement shall be without prejudice to the accrued rights of either party including its right to claim

and recover money damages, security deposits, and other rights and remedies which it may have in law or contract.

26. Indemnification

- 26.1 The Service Provider shall indemnify, defend, save and hold harmless, Transport Department and its officers, agents against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including courts, tribunals or other judicial/ quasi – judicial authorities, on account of breach of the Service Provider's obligations under this Contract Agreement or any other related agreement or otherwise, any fraud or negligence attributable to the Service Provider or its Sub-Contractor, under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract Agreement on the part of Transport Department.
- 26.2 The Service Provider shall indemnify Transport Department of all legal obligations of its professionals deployed. Transport Department also stands absolved of any liability on account of death or injury sustained by the Service Provider's staff during the performance of their work and also for any damages or compensation due to any dispute between the Service Provider and its staff.
- 26.3 The remedies provided under this Article are not exclusive and shall not limit any rights or remedies that may otherwise be available to Transport Department (Indemnified party) at law or in equity.
- 26.4 The provisions of this Article shall survive termination.

27. Compensation for default by the Service Provider

27.1 In the event of the Service Provider being in breach of this Contract Agreement, unless such default or delay is on account of Force Majeure or through no fault of the Service Provider, the Service Provider shall pay to Transport Department, all direct costs suffered or incurred by Transport Department as a consequence of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.

27.2 The Service Provider shall pay to Transport Department all direct costs suffered or incurred by Transport Department incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of, or based upon:

- a. any untrue statement or misrepresentation of a material fact provided by the Service Provider or an omission to state a material fact required to be communicated;
- b. any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Service Provider or its directors, employees, Personnel or representatives.
- c. negligence, fraud or misconduct of the Service Provider or any of its employees, agents, affiliates or advisors.

28. Survival

The provisions of this Article shall survive termination.

29. Representation and warranties of the Service Provider

The Service Provider declares, represents, and warrants as follows:

- 30.1 It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract Agreement and to carry out the works and provide services contemplated hereby;
- 30.2 It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Contract Agreement and to validly exercise its rights and perform its obligations under this Contract Agreement;
- 30.3 It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Contract Agreement;
- 30.4 It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes;
- 30.5 It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same;
- 30.6 It undertakes to continue to comply with all Applicable Laws with respect to its roles / obligations under this Contract Agreement;
- 30.7 There are no actions, suits, proceedings, or investigations pending before any court or before any other judicial, quasi- judicial or other authority, the outcome of which may result in the breach of this Contract Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract Agreement;
- 30.8 It shall at no time sub-contract any of its obligations under this Contract Agreement without the prior permission from Transport Department. Provided that in case in case the Service Provider proposes to sub-contract any of its obligations under this Contract Agreement, it shall seek written permission along with the details of the activities that it proposes to sub-contract to third parties;
- 30.9 No representation or warranty by the Service Provider contained herein or in any other document furnished by it to Transport Department in relation to Applicable Laws contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- 30.10 No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the award of this Contract Agreement or for entering into this Contract Agreement or for influencing or attempting to influence any officer or employee of Transport Department in connection therewith.