

**COMMISSIONERATE OF TRANSPORT
(Government of Gujarat)**

**RFP FOR SELECTION OF SERVICE
PROVIDER
For
ISSUANCE OF SMART CARD BASED
VEHICLE REGISTRATION CERTIFICATE**

Tender No.:- SW 27032017131

**BID PROCESSING FEE: Rs. 15,000/- (Non Refundable)
EMD: Rs. 50,00,000/- (Refundable)**



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**Last date of Submission of Queries: 6th April, 2017 up to 1200 hrs
Date of Pre-Bid Meeting: 10th April, 2017 at 1100 hrs
Last date of Submission of Bid: 25th April, 2017 up to 1500 hrs
Opening of Technical Bid: 25th April, 2017 at 1600 hrs**

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Abbreviations

- GoG: Government of Gujarat
- COT : Commissioner of Transport
- GIL : Gujarat Informatics Limited
- RTO: Regional Transport Office
- ARTO: Assistant Regional Transport Office
- SP: Service Provider
- NIC: National Informatic Centre
- PBG: Performance Bank Guarantee
- EMD: Earnest Money Deposit
- OEM: Original Equipment Manufacturer
- SLA: Service Level Agreement
- HSRP: High Security Registration Plate
- RC: Registration Certificate
- RFP: Request for Proposal
- ITB: Instruction to Bidder
- GCC: General Conditional of Contract
- SCOSTA: Smart Card Operating System Standard for Transport Application
- KMS: Key Management System
- GSWAN: Gujarat State Wide Area Network

SECTION I: INVITATION FOR BIDS (IFB)

**COMPETITIVE BIDDING
FOR SELECTION OF SERVICE PROVIDER FOR ISSUANCE OF SMART CARD BASED
VEHICLE REGISTRATION CERTIFICATE**

SECTION I: INVITATION FOR BIDS (IFB)

1. GIL on behalf of COT invites bids from eligible bidders for Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate.
2. .
3. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate.

| Sl. No. | Information | Details |
|---------|---|---|
| 1. | Tender Document No. | SW 27032017131 |
| 2. | Late date of submission of queries | 6 th April, 2017 up to 1200 hrs |
| 3. | Date of pre-bid Meeting | 10 th April, 2017 at 1100 hrs Venue: Committee Room, Block 2/8, Port and Transport Department New Sachivalaya, Gandhinagar |
| 4. | Last date and time for submission of DDs of EMD & Bid Processing fees and other documents | 25 th April, 2017 up to 1500 hrs |
| 5. | Last date and time for submission of proposals (Technical and commercial) (Online) | 25 th April, 2017 up to 1500 hrs |
| 6. | Place, date and time for opening of technical proposals | 25 th April, 2017 at 1600 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar |
| 7. | Contact person for queries | Director (e-Governance), Gujarat Informatics Limited viveku@gujarat.gov.in smitag@gujarat.gov.in |
| 8. | Address for communication | Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar |
| 9. | Place, date and time for opening of financial/commercial proposal | The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on. |

| | | |
|-----|--------------|--|
| 10. | Bid validity | 180 days from the date of bid submission |
|-----|--------------|--|

- **All bids must be submitted online on <https://gil.nprocure.com> website and the technical bids must be submitted physically at GIL also.**

The bidder must submit the DD of **Rs. 15,000/-** towards tender processing charges (Non Refundable) and **Rs. 50,00,000/-** towards Bid Security amount in the form of DD/BG in sealed cover.

The sealed cover should subscribe as **“Bid Processing fees & Bid Security/EMD for Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate”**.

- Bid processing fees must be in the form of **Demand Draft** in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
 - Bid security/EMD shall be submitted in the form of **Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar)** in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar as per prescribed format given at SECTION VII) and must be submitted along with the covering letter.
4. Technical Bids will be opened in the presence of Bidders’ or their representatives who choose to attend on the specified date and time.
 5. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
 6. Bid validity period is 180 days from the date of bid submission.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1 Sources of Funds

- GIL on behalf of COT is calling the Service Providers (SP) for Issuance of Smart Card Based Vehicle Registration Certificate and other IT related activities of Transport Department.
- The Work Order will be placed on the selected Service provider by COT directly and the payment for the services mentioned in the said work order will be made directly by COT from their own sources of funds as per the financial terms and conditions mentioned in this document.

2 Pre-qualification Criteria

Category 1: A single bidder, should be a company registered under the Indian Companies Act, 1956/2013 and should be engaged in the IT related activities/services for at least last five years and in providing IT enabled "Across/over the counter" or backend support services for at least last three years as on the bid submission date,

Category 2: In case of consortium of bidders, both the lead bidder and consortium partner must be a company registered under the Indian Companies Act, 1956/2013 for at least last five years and the lead bidder should be engaged in the IT related activities/services for at least last five years and in providing IT enabled "Across/over the counter" or backend support services for at least last three years as on the bid submission date. "The Consortium of bidders" is defined as below (hereinafter referred to as "Consortium Partner")

A consortium of maximum 2 nos. of members is allowed to participate in the bid. Either members of consortium must fulfill the eligibility criteria individually.. All the consortium members would be responsible for execution of the complete project and comply with all the terms & conditions of Bid Document. For further Clarity of this clause following examples are given:

e.g.-1: If X & Y are the consortium members then either X or Y has to satisfy the turnover criteria of Rs. 50 crore in each of the previous three years. If X is having turnover of Rs. 30 Crore and Y is having turnover of Rs. 20 crore, then they would not be eligible under turnover criteria. As such either X or Y should have turnover of Rs. 50 crore or more.

e.g.-2: If X & Y are the consortium members then either X or Y has to satisfy the experience criteria in issuance of at least 75 lacs SCOSTA cards to end user/Across the counter citizen services delivery/ over the counter citizen facilitation services" project for service delivery in India in last 5 years as on last date of submission of bids. If X has delivered 25 Lacs and Y has delivered 50 Lacs then they would not be eligible under experience criteria. As such either X or Y should have experience of issuance of at least 75 lacs SCOSTA cards to end user/Across the counter citizen services delivery/ over the

counter citizen facilitation services” project for service delivery in India in last 5 years.

The authorized signatories of the consortium members should execute a Power of Attorney to nominate one of the members as the “Lead Bidder” authorizing him as the signatory of the consortium on their behalf. All authorized signatories of each of the consortium members should submit the Board resolutions by their respective entities in order to support their authorization to sign the documents.

The lead bidder as the authorized signatory must sign all communications including the Bid and it shall be automatically binding on all the consortium members.

Every consortium members shall furnish an undertaking on the letter head of their respective companies stating that they have read and understood the entire tender document and agree with all the terms and conditions stated in the bid document.

The composition of consortium members shall not be changed during bidding or period of contract including implementation and operation of this project.

The format of consortium agreement is given in this document at Section XII.

Note 1: The bidder or lead bidder or consortium members must fulfill the relevant criteria relating to turnover or experience as mentioned and elaborated earlier with example. However, the turnover or experience of only 100% subsidiary companies will be considered for the purpose of eligibility of parent company. The turnover of holding companies or associated companies etc. will not be counted but their experience can only be counted if they are in valid consortium.

For the above points the bidder or lead bidder or consortium members must submit relevant documents which clearly indicate the relation between the companies.

Note 2: All other technical criteria’s should be met as per conditions given below.

Basic eligibility criteria for the bidder for participation in the bid process are as under:

| Sr. No. | Pre-Qualification Criteria | Attachments |
|---------|--|---------------------|
| 1 | A bid may come from either a single bidder, or from a consortium. In case of a Consortium, a Lead bidder must be specified and fully empowered to represent the Consortium. The Department will sign all contracts with bidder or lead bidder. The lead bidder has to submit the consortium agreement as per draft given in this | (Section VI part 2) |

| | | |
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| | document along with the bid. | |
| 2 | The bidder/lead bidder and consortium partner must be company registered under the Indian Companies Act, 1956 or 2013. The lead bidder should be engaged in the IT related activities or services for at least last five years. and in providing IT enabled "Across/over the counter" or backend support services within the last three years as on bid submission date. | Copy of Certificate of incorporation and Company's Articles of Association, Memorandum of Association, Also, Copy of Work order with Scope of the work / Client Certificate |
| 3 | The bidder/lead bidder or consortium partner must have minimum average consolidated annual sales turnover of Rs. 50 Crore for last three consecutive years (2013-14, 2014-15, 2015-16) in the IT related activities or services or in the field of providing Smart Card enabled services or "IT based Across/Over the Counter Citizen Services (Delivery/Facilitation) ". Sales in other activities or fields will not be accounted for this turnover criterion. | Copy of Audited Financial statements for the last three consecutive years (In case the audited annual report does not explicitly mention the percentage of IT services, Statutory Auditor's certificate to that effect must be submitted.) |
| 4 | The bidder/lead bidder or consortium partner must be registered with the Service Tax or Central Excise Department in the range of bidder's operations and carry a valid PAN Number from the income Tax Department. | Copy of PAN and Service Tax Registration |
| 5 | The bidder/lead bidder or consortium partner must have a positive net worth of Rs. 30 Crores. (Measured as paid up capital plus free reserves) in last financial year. | A certificate from the statutory auditor to this effect should be submitted along with the bid. |
| 6 | The bidder/lead bidder or consortium partner must have issued at least 75 lacs SCOSTA cards or must have processed at least 75 lacs "IT based Across/Over the Counter Citizen Services(Delivery/ Facilitation) applications for any state/ central government body/ PSU in India in last 5 financial years as on bid submission date. | the certificates of experience should be from the Government Client Department should be signed by an officer not inferior to the rank of Joint Commissioner or equivalent |
| 7 | The bidder/lead bidder or consortium partner must have executed at least one multi-location project having an implementation of minimum Twenty | A satisfactorily working / completion certificate issued by client or along with the certificate issued by the client towards work |

| | | |
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| | Five (25) locations within the last five years as on the bid submission date. | in progress for more than one years. The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided. |
| 8 | The bidder/lead bidder or consortium partner should have executed/ongoing similar* experience in the field of IT as a System Integration/ Operation with at least one project of worth 25 crore or 3 projects of worth 10 crore each within the last five years as on the bid submission date. | A satisfactorily working / completion certificate issued by client or along with the certificate issued by the client towards work in progress for more than one years. The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided. |
| 9 | The bidder/ lead bidder or consortium partner must have a minimum 250 employees on its payrolls as on bid submission date. Out of 250 employees, 100 should be technically qualified professionals. | A self-certificate to this effect duly signed by the Company Secretary or Director of company and EPF & ESI payment Challan/Salary Statement of Bank showing minimum 250 employees should be submitted for the last 3 months from the date of submission of bids. |
| 10 | The bidder/lead bidder or consortium partner must have any one certification from following three along with ISO 9001:2008. ISO 20000 ISO 27001:2005 PCI CMMI Level 3 | Valid copy of the Certificates |
| 11 | The bidder/lead bidder or the consortium partner should have a valid SCOSTA certificate in its own name, In case, the Bidder does not have a SCOSTA certificate in its own name, it must have an exclusive tie-up with smart card manufacturer for the supply of smart cards throughout the contract period having valid SCOSTA certificate in its name | Copy of Valid SCOSTA certificate and/or MoU / tie-up arrangement letter between the bidder and the smart card supplier for supplying SCOSTA certified smart cards for the project period must be submitted (where the bidder is not the OEM). |
| 12 | The Bidder/lead bidder or consortium partner should have a support office in the State of Gujarat. If not present, the bidder should establish the same within 45 days from the date of issuance of LOI. | Copies of any two of the followings: Property Tax / Electricity / Telephone Bill / VAT/ CST Registration /Lease agreement. Or Undertaking to open Office in |

| | | |
|----|---|--------------------------|
| | | Gujarat |
| 13 | The OEM of Smart card should have the capacity of production of minimum 50 Lac card per year. | Certificate from the OEM |

- All supporting documents are to be uploaded on the e-Tendering website <https://gil.nprocure.com>.
- In case the bidder is not a manufacturer, the Bidder should have an agreement with the card manufacturer. In case the bidder at any point of time desires to change its cards' manufacturer / supplier, then the bidder may enter into contract with new manufacturer / supplier after taking consent of CoT, provided in that case bidder has to submit the new SCOSTA certificate of new OEM. The bidder has to produce a certificate, along with supply of each lot of card, from the card manufacture that the Chip and the Card are compliant to SCOSTA and MoRTH Guideline.
- * Similar projects shall mean projects involving supply Installation, commissioning and O&M of hardware & software/user enrollment services/ Across/over the counter citizen services,
- The bidder/lead bidder will have to submit an affidavit IN ORIGINAL The affidavit (As per the attached format) shall be on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD.
- The Bidder/lead bidder and consortium partner or OEM, who is manufacturer or supplier of equipment or SCOSTA cards in this project, should not have violated or infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. A self-Certificate/ affidavit in this regard has to be submitted.

3 Eligible Goods and Services

- All goods and ancillary services to be provided under the Contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- For purpose of this clause, "origin" means the place where the goods are from or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or in purpose or utility from its components.
- The origin of goods and services is distinct from the nationality of the Bidder.

4 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

B. THE BIDDING DOCUMENTS

5 Contents of Bidding Documents

- Following envelop should be submitted at GIL on or before the last date of submission of the bids mentioned in the section 1.

- Envelop for the Bid Processing Fee and Bid Security
- Envelop for the Eligibility and Technical Bid documents
- All the bid must be submitted online on <https://gil.nprocure.com>.
- The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents and on <https://gil.nprocure.com>. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6 Pre-Bid Conference/Clarification of Bidding Documents

- A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section 1.2 of this document. GIL/COT will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.
- The interested bidder should send the queries as per the following format:

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

7 Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through <https://gil.nprocure.com>.
- In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8 Language of Bid

- The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

9 Documents Comprising the Bid

- The Technical Bid must be submitted physically at GIL as well as online. However, Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.
- The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GIL.

10 Bid Form

- The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>.

11 Bid Prices

- The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- Following points need to be considered while indicating prices:
 - The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
 - The rates of any Indian duties, VAT and other taxes which will be payable by the Client on the goods (if any) if this contract is awarded, should be quoted separately
 - Invoicing shall be done from Gujarat only.
- The Bidder's separation of the price components in accordance with the ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- Sharing of responsibility (between COT and the bidder) of procurement of various types of software shall be as under:
 - The price quoted shall be inclusive of customized development of solution as well as cost of all readymade application software packages, tools etc. used/proposed for the purpose. This shall also include the cost of integration with the existing application, VAHAN of COT.
 - The full IPR for the entire solution will rest with the COT. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the COT before release of final payment on completion of training and implementation of solution.

12 Bid Currency

- Prices shall be quoted in Indian Rupees only.

13 Bid Security / Earnest Money Deposit

- Earnest Money Deposit Rs. 50,00,000/- (Rupees Fifty Lakhs only) in the form of DD in favour of "Gujarat Informatics Limited" payable at Gandhinagar.
- Proposals not accompanied by EMD (in form of DD/BG) shall be rejected as non-responsive.

- The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- The EARNEST MONEY DEPOSIT shall be forfeited:
 - If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
 - If the bidder is found to be involved in fraudulent or corrupt practices
 - Or in case of a successful Bidder, if the Bidder fails to sign the Contract in time; or to furnish the performance security.
- No exemption for submitting the EMD will be given to any agency.

14 Period of Validity Bids

- Bids shall be valid for 180 days from the date of bid submission. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.
- In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- Bid evaluation will be based on the bid prices and technical bid, without taking into consideration the above corrections.

15 Format and Signing of Bid

- The Bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
- Before filling in any of the details asked for. Bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

D. SUBMISSION OF BIDS

16 Sealing and Marking of Bids

- All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.
- The Technical Bid must be submitted physically at GIL as well as online
- Telex, cable, e-mailed or facsimile bids will be rejected.

17 Deadline for Submission of Bids

- Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.
- GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18 Late Bids

- Late bids will not be accepted.

19 Modification and Withdrawal of Bids

- The Bidder may modify or withdraw his bid before the last date and time of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.

E. BID OPENING AND EVALUATION OF BIDS

20 Opening of Bids by GIL

- GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :

**Gujarat Informatics Ltd,
Block No. 1, 8th Floor,
Udyog Bhavan, Gandhinagar.**

The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.

- The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- Financial Bids of only those bidders whose cards found as per Standards by CIPET and qualify on the basis of evaluation of technical bid will be opened in the presence of the representatives of the qualified bidders at pre-specified time and date which will be communicated to the qualified bidders well in advance.

21 Clarification of Bids

- During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

22 Preliminary Examination

- GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Prior to the detailed evaluation, pursuant to ITB Clause 24, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 9), Applicable law (GCC Clause 37) and Taxes and duties (GCC Clause 39) will deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- Conditional bids are liable to be rejected.

23 Methodology & Criteria for evaluation

- GIL/COT will form an evaluation Committee or it may be done by Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL/COT, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- Note: - Every page of Technical Compliance Sheet will be signed by Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, Technical brochures should be attached where ever available).
- Bidder has to submit the entire solution, implementation plan, proposed methodology, including training and application / technical support for the successful completion of the project.
- The financial bids of only eligible bidders will be opened.
- The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting.
- The bidder with lowest one (L1) quotation in the Financial Bids. CoT/GIL may negotiate the price with the L1 bidder before the award of the contract. In case of a tie where two or more bidders have quoted the same price, CoT/GIL will re-invite the financial bid among those bidders.
- In case, the lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the next lowest bidder has to match the Lowest Bidder's Price and execute the project at the L1 Price for the entire contract duration.

24 Contacting GIL/COT

- Subject to ITB Clause 21, no Bidder shall contact GIL/COT on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/COT, he should do so in writing. GIL/COT reserves its right as to whether such additional information should be considered or otherwise
- Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

F. AWARD OF CONTRACT

25 Post-qualification

- An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

26 Award Criteria

- Subject to ITB Clause 28, COT will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 23 mentioned above.
- Post Declaration of the L1 Bidder, the L1 bidder will have to submit 10 sample 64 KB SCOSTA Smart Cards for testing and compliance as per Technical specifications and satisfaction of CoT. The testing of card shall be done by CIPET Chennai and the cost for the same has to be borne by the L1 bidder. The L1 bidder will be awarded the contract if the Sample Card are found to be in compliance as per test reports. However the CoT at its discretion may go for a second round of testing with a new set of sample cards to be submitted by the L1 bidder at the cost of the L1 Bidder.
- COT reserves the right to award the contract to the Bidder whose bid is lowest one (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- NB: In case of a tie where two or more bidders have quoted the same price, CoT/GIL will re-invite the financial bid among those bidders.

27 COT/GIL's Right to Accept Any Bid and to reject any or All Bids

- COT/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GIL' action.

28 Notification of Awards

- Prior to the expiration of the period of the bid validity, concerned COT will notify the successful bidder in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- The notification of award will constitute the formation of the Contract.

29 Signing of Contract

- At the same time as COT notifies the successful Bidder that its bid has been accepted, COT will send the bidder the Contract Form, incorporating all the agreements between two parties.
- Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to COT.

30 Performance Bank Guarantee/ Performance Security

- Within 15 days of the receipt of notification of award from COT, the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents or in another form acceptable to COT/GIL.
- Failure of the successful Bidder to comply with the requirement of the ITB Clause 29 & 30 or ITB Clause 31 can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event COT may make the award to the next lowest evaluated bidder or call for new bids in consultation with GIL.

31 Corrupt or Fraudulent Practices.

- COT requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, COT defines for the purposes of this provision, the terms set forth as follows:
 - a) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of COT, 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 COT of the benefits of the free and open competition;
- COT/GIL shall reject a proposal , if it determines that the Bidder has engaged in corrupt or fraudulent practices or has been black listed by any of the Department of Government of Gujarat,
- COT shall declare a firm ineligible, and black list either indefinitely or for a stated period of time, if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to CoT /GIL.

32 Interpretation of the clauses in the Tender Document / Contract Document

- In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, COT's/GIL's interpretation of the clauses shall be final and binding on all parties.
- However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to the pre-bid conference to COT / GIL

COT/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1 Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between COT and the Supplier / service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
 - c) "Services" means services to be rendered by the selected service provider in this project as per scope of work.
 - d) "GCC means the General Conditions of Contract contained in this section.
 - e) "COT(s) or Client(s) of "COT" means Office of the Commissioner of Transport availing the service from the SP.
 - f) "The Client's Country" is the country named in GCC.
 - g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
 - h) "Day" means a working day.
 - i) "Critical deliverables" means the deliverables supplied by SP
 - j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
 - k) "Software" means solution which is develop as per requirement of COT
 - l) The "Bid Document" and "Tender Document" are the same.

2 Application

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

3 Country of Origin

- 3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.2 The origin of Goods and Services is distinct from the nationality of the Supplier / service provider.

4 Standards

- 4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard of smart card appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

5 Use of Contract Documents and Information

- 5.1 The service provider shall not, without COT's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The service provider shall not, without COT's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of COT and shall be returned (in all copies) to COT on completion of the service provider's performance under the Contract if so required by COT.
- 5.4 The service provider shall permit COT to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by COT, if so required by COT.

6 Patent Rights, Copy Right

- 6.1 The total service provider shall indemnify COT/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 When the SP will develop any solution for COT as part of project, then the copyright/IPR of that customized solution will be with the Gujarat Informatics Ltd/COT. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 While passing on the rights (license) of using any solution, the TSP shall ensure that such rights are inclusive of the use of that Solution to customization as per requirement of COT.

7 Performance Security

- 7.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 7.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of contract Value of financial bid within 15 days from the date of issue of Purchase order up to 6 months after the warranty period to be provided issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 7.3 The Performance security shall be payable to the CoT as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 7.4 The Performance Security will be discharged by CoT and returned to the Bidder on completion of the bidder's performance obligations under the contract.

- 7.5 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 7.6 No interest shall be payable on the PBG amount. CoT may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

8 Inspection/Testing/Quality Checking

- 8.1 The L1 bidder, post award of the contract will have to submit the sample cards for testing by CIPET Chennai and the charges of the same shall be borne by the successful bidder.
- 8.2 During the tenure of the contract, the card lot provided by the selected service provider will be checked and tested by the CoT or designated authority/agency in each quarter at cost of selected service provider.
- 8.3 If over 1% cards of particular batch are found faulty or not in compliance to the technical specifications as mentioned in the RFP, then suitable penalty as per the penalty clause as mentioned in SLA & penalty section of this RFP.
- 8.4 If over 10% of smart cards supplied in any batch are found faulty then COT may terminate the agreement.

9 Change Request Orders

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

10 Delivery of Documents

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

11 Deployment of Software

- 11.1 Service provider must deploy the solution at the places specified by COT at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media, etc. at every deployment site for assuring minimum down time of the system.

12 Prices

- 12.1 Prices payable to the service provider as stated in the Contract shall be subjected to upward and downward revision from the next year based on the cost inflation index released by the Govt. of India from 1st April of each year.
- 12.2 The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology Presentation by the Service Provider before the IT committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

13 Contract Amendments

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

14 Assignment

- 14.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract to any third party, except with COT's prior written consent.

15 Delays in the supplier / service provider's Performance

- 15.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by COT in the contract document.
- 15.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify COT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, COT shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen

circumstances beyond control of both the SP and COT, shall be at as per terms and condition of this RFP.

- 15.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.

16 Termination for Default

- 16.1 COT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

16.1.1 if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by COT; or

16.1.2 if the service provider fails to perform any other obligation(s) under the Contract.

16.1.3 If the service provider, in the judgment of COT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 the Borrower of the benefits of free and open competition;”

If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

17 Force Majeure

- 17.1 Notwithstanding anything contained in the tender, the service provider shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- 17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 17.3 If a force Majeure situation arises, the service provider shall promptly notify COT in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by COT in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

18 Termination for Insolvency

- 18.1 COT may at any time terminate the Contract by giving written 30 Days' notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to COT.

19 Termination for Convenience

- 19.1 COT by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for COT's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by COT at the Contract terms and prices. For the remaining services, COT may elect:
- 19.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or
- 19.2.2 To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

20 Right to use defective software/equipment

- 20.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with COT's operation.

21 Supplier / service provider Integrity

- 21.1 The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

22 Supplier / service provider's Obligations

- 22.1 The service provider is obliged to work closely with COT's staff, act within its own authority and abide by directives issued by COT.
- 22.2 The service provider will abide by the job safety measures prevalent in India and will free COT from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence. The service provider will pay all indemnities arising from such incidents and will not hold COT responsible or obligated.
- 22.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.
- 22.4 The service provider will treat as confidential all data and information about COT, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of COT.
- 22.5 It shall be the responsibility of the Contractor to abide by the provisions of the labor welfare legislations, like The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, Contract Labor Act, 1970, The Workmen's Compensation Act, 1923 and others similar legislations, rules, and orders as issued from time to time.
- 22.6 The Contractor shall submit the proof of monthly payment to CoT e.g., RTGS, NEFT, Bank statement, etc. to his employees.
- 22.7 The Contractor shall at their cost install, maintain and use for all operators at all the RTOs/ARTOs a suitable device to ensure that the requisite number of resources are reporting for their duties on time and there is no impersonation. The Contractor shall be obliged to accept the ITES solution suggested by Customer for this purpose.

23 Patent Rights

- 23.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in COT, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and COT is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. COT will give notice to the service provider of such claim, if it is made, without delay.

24 Site Preparation and Installation

- 24.1 COT is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. COT will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with COT so that there is no delay in implementation of software due to site problems. The Hardware/software requirement

report should be submitted within the first 30 days after signing of the Contract with COT.

25 Time limit project

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

| Stages of Project | Maximum time Limit | Cumulative time Limit |
|---|---|------------------------------|
| Letter of Intent | T | - |
| Signing of Contract and Submission of PBG | T1 = T + 15 days | - |
| Project Initiation (Site Preparation (Development of Software, commissioning of H/w and other peripheral, Deployment of Manpower) | T + 2 month | 2 Months |
| Operation Period | 7 Years + Extendable up to 3 years based on performance | 7 years & 2 month |

26 Payment terms

- 26.1 The COT/GIL shall certify actual implementation. The TSP has to ensure proper hand-holding & support of the system.
- 26.2 SP shall raise the monthly invoice based on No. of personalized RC card dispatched along with the following information.
 - 26.2.1 RTO wise card issuance & Dispatch report
 - 26.2.2 Bank Statement of Salary paid to their Employees
 - 26.2.3 Bidder should setup MIS for electronically verification.
- 26.3 COT shall verify the Invoice raised against the card dispatched & shall make the payment within 45 days after due verification.
- 26.4
- 26.5 In case the processing of the invoice gets delayed beyond 45 days from the date of acceptance of invoice, the SP would be paid an adhoc amount of 90% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.
- 26.6 SP's request(s) for payment shall be made to COT along with the 2 original copies of invoice and necessary documents. The invoice should be English / Gujarat based.
- 26.7 Payment shall be made in Indian Rupees. While making payment, necessary TDS deductions will be made.
- 26.8 A sub account to be opened by the bidder for making all the statutory payments related to employees. The details of ESI/EPF payments to be attached with the invoice.

27 Unconditional Bid

27.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

28 No Variable Cost in Financial Bid

28.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of COT.

29 Resolution of Disputes

29.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably.

29.2 The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

29.3 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators. The place of the arbitration shall be Gandhinagar, Gujarat.

29.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended. The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

29.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

30 Governing Language

30.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

31 Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.

32 Taxes and Duties

32.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to COT. However, VAT/Service Tax in respect of the transaction between COT and the service provider shall be payable extra, if so stipulated in the Notification of Award.

33 Binding Clause

33.1 All decisions taken by GIL/COT regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

34 Contract Period

34.1 The contract period will be of 7 years. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 7 Years and extends for next three years on the same rate. The TSP agrees that in any case TSP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

35 Agreement Amendments

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

36 Limitation of Liability

36.1 The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

37 Severability:

37.1 If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

38 Maintenance service including Warranty Support:

38.1 Free maintenance services including Warranty support shall be provided by the Bidder during the contract period without altering the terms.

39 Taxes and Duties

39.1 The TSP shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by COT under the contract. The TSP and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

39.2 The billing should be done from Gujarat only.

40 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar/Ahmedabad, Gujarat only.

41 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract 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 mentioned in the project specific Contract Agreement.

SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the TSP to CoT for the duration of the contract for providing Operation and Maintenance support against the stated scope of work. CoT/GIL shall regularly review the performance of the services being provided by the TSP and the effectiveness of this SLA.

1. Delay in Project Initiation

- a. A penalty of Rs. 10,000 for each day of Delay as per milestone defined in the time limit of the project. This penalty will be levied either from PBG or Monthly payable value. Any delay in Implementation beyond 30 days from the defined milestone, then the CoT may terminate the contract.

2. Quality Assurance & Warranty

- The bidder will ensure that all smart card deliveries strictly adhere to the specifications as stipulated under relevant sections/ clauses of this tender.
- Bidder has to agree to provide warranty on the supplied smart cards during the duration of the project. The warranty has to be against any manufacturing defect limited to chip, plastic, milling, embedding & SCOSTA OS, defacement because of poor quality.
- During the tenure of the contract, the CoT may send sample cards from the card lot provided by the selected service provider or testing by CIPET, Chennai in each quarter, for the card composition as per SCOSTA guideline by the CoT, the cost for such testing will have to be borne by the selected service provider.
- CoT/RTO Office/ End User will inform the bidder of smart cards that are incompatible/ faulty and the bidder will be responsible to replace the same at no extra cost to CoT/RTO Office /End User during the project duration.
-

3. Penalties

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

The reason attributed to non-availability of card will also be accounted for calculation of delay for preparation of card. Bidders are required to ensure the stock availability of 1 lac card at any given point in time.

| Parameter | Availability | Penalty i.e. Deduction |
|---|--|---|
| Delay in Printing and personalization of RC on Smart Card | Within 3 days from the date of electronic approval | Nil |
| | Delay beyond the 3 days | 2% value of per card per day delay. <ul style="list-style-type: none">• The delay in preparation of card will be calculated on Monthly basis.• The cumulative delay of all delayed days of card which were prepared late will be |

| | | |
|------------------------------------|---|---|
| | | <p>summed up</p> <ul style="list-style-type: none"> 2% penalty on value of the total delayed days per card will be calculated & levied on the monthly payable amount. <p>i.e. if vendor has made a delay of :</p> <p style="padding-left: 40px;">10 cards for 4 days in 1st month, 20 cards for 3 days in 2nd month,</p> <p>The penalty will be levied for the 1st and 2nd month will be 40,60 card days delay respectively. If the card value is Rs. 100, Then penalty shall be as follows:</p> <p>1st Month – Rs. 2% of 40 card days delay x Rs. 100=Rs. 80 will be the penalty amount 2nd Month – Rs. 2% of 60 card days delay x Rs. 100=Rs. 120 Will be the penalty amount</p> |
| Delay in dispatch of RC Smart Card | Within 3 days from the date of handover to the SP after KMS | Nil |
| | Delay beyond the 3 days | <p>2% value of per card per day delay.</p> <ul style="list-style-type: none"> The delay in dispatch of card will be calculated on monthly basis. The cumulative delay of all delayed days of card which were dispatched late will be summed up 2% penalty on value of the total delayed days per card will be calculated & levied from the monthly payable amount. <p>i.e. if vendor has made a delay of:</p> <p style="padding-left: 40px;">10 cards for 4 days in 1st month, 20 cards for 3 days in 2nd month,</p> <p>The penalty will be levied for the 1st and 2nd month will be 40,60 card days delay respectively, If the card value is Rs. 100, Then penalty shall be as follows:</p> <p>1st Month – Rs. 2% of 40 card days delay x Rs. 100=Rs. 80 will be the penalty amount 2nd Month – Rs. 2% of 60 card days delay x Rs. 100=Rs. 120 Will be the penalty amount</p> |

Note:

- 1.) If in any month, the total card delays of card preparation & dispatch exceed more than 20,000 card delay days then COT has rights to terminate the contract.

- 2.) The Service provider will have to develop and provide an application module for generation of reports to track the inventory of cards, no. of card printed, issued, dispatched etc. along with the monitoring of SLA and calculation of penalties. The access of such application should be provided to the designated officers of the CoT.
- 3.) The Overall penalty cap during the contract period shall be capped at 10% of monthly invoice value. However if such value of 10% is reached for any three consecutive months during the contract period, then the CoT will have the right to terminate the contract.

SECTION V: SCOPE OF WORK

1. Introduction:

VISION: To issue smart card based Vehicle Registrations and other IT relate, activities of Transport Department, Government of Gujarat

The project envisages modernization of registration certificate service deliveries provided by the Transport Department to the Citizens with the use of ICT (Information and Communication Technologies) for a period of 7 years.

The project is based on one simple thought - a vibrant transport department, which should be accessible to all applicants/citizens as a citizen-centric department.

Hence the project envisages creating and implementing a sustainable, scalable platform of G2C services delivery with the use of Information and Communication Technology (ICT). With the use of ICT, we have to ensure an effective, efficient and reliable and vibrant service delivery. COT wants to make their customers delighted by giving them e-Service advantage. They have to ensure that following services are to be delivered electronically and enhance citizen comfort & gain their confidence:

- Issuance of Smart Card based Registration Certificates
- Facility to Dealers for Registration at their point of sale.
- Facility to citizens for direct online payment of fee/ taxes to the Transport Department
- Other applications / facilities as desired by the Transport Department from time to time.

The Software system for issuance of registration certificate i.e. Vahan, will be provided by NIC.

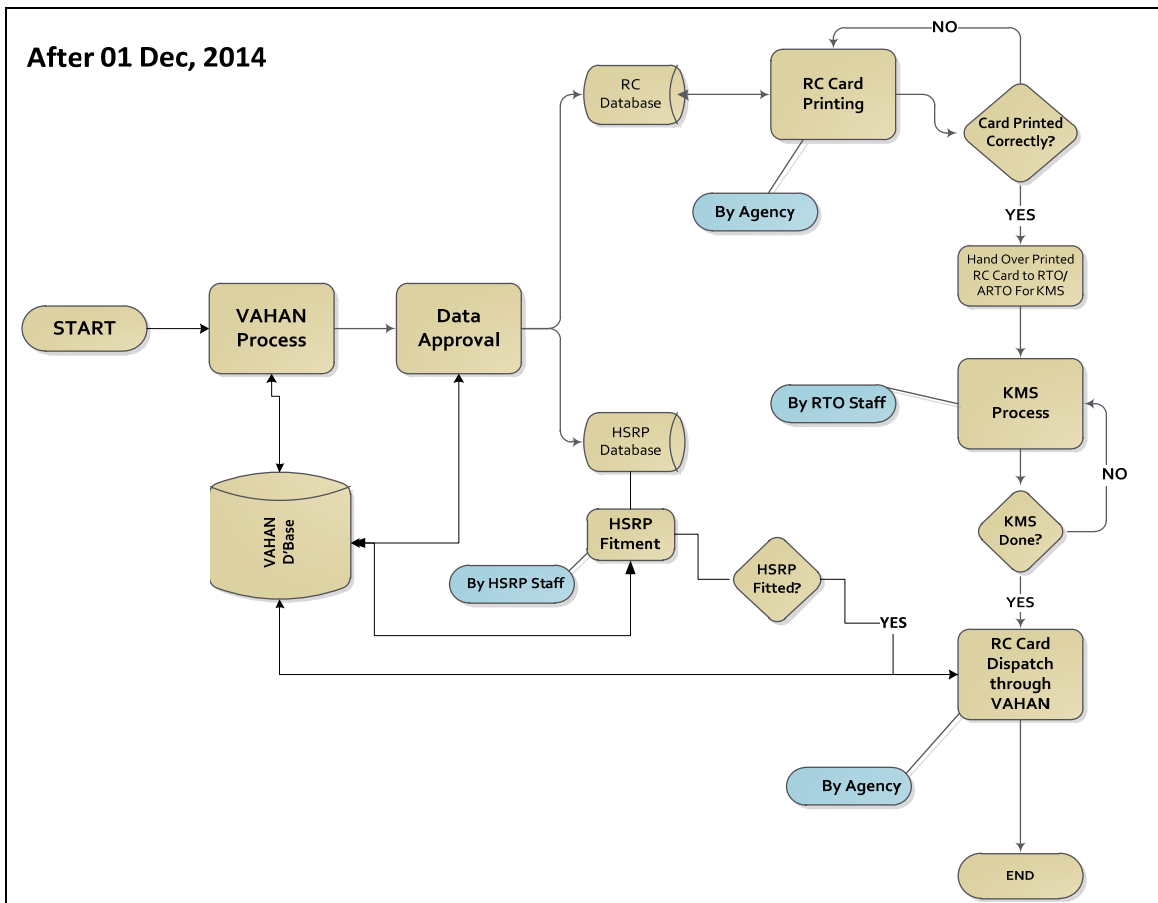
2. OBJECTIVES OF THE PROJECT

- Enhance the citizen convenience by establishing, operating & maintaining citizen friendly system
- Induce efficiency & effectiveness in Transport Department by
 - Increase transparency in the overall functioning of the department
 - Provide on time data & Management Information Services (MIS) for Department & other enforcement agencies of State
 - Create an integrated information system that would ensure the availability of anytime / anywhere information of services for Citizens.
- To achieve these objectives, it is essential that the system should be designed in holistic and comprehensive manner. Any item of data needs to be entered once in VAHAN then should be made available as often as necessary to all the department's to use it. This requires seamless integration of software, hardware, networking and IT enabled services which in turn would require adoption of certain best practices.

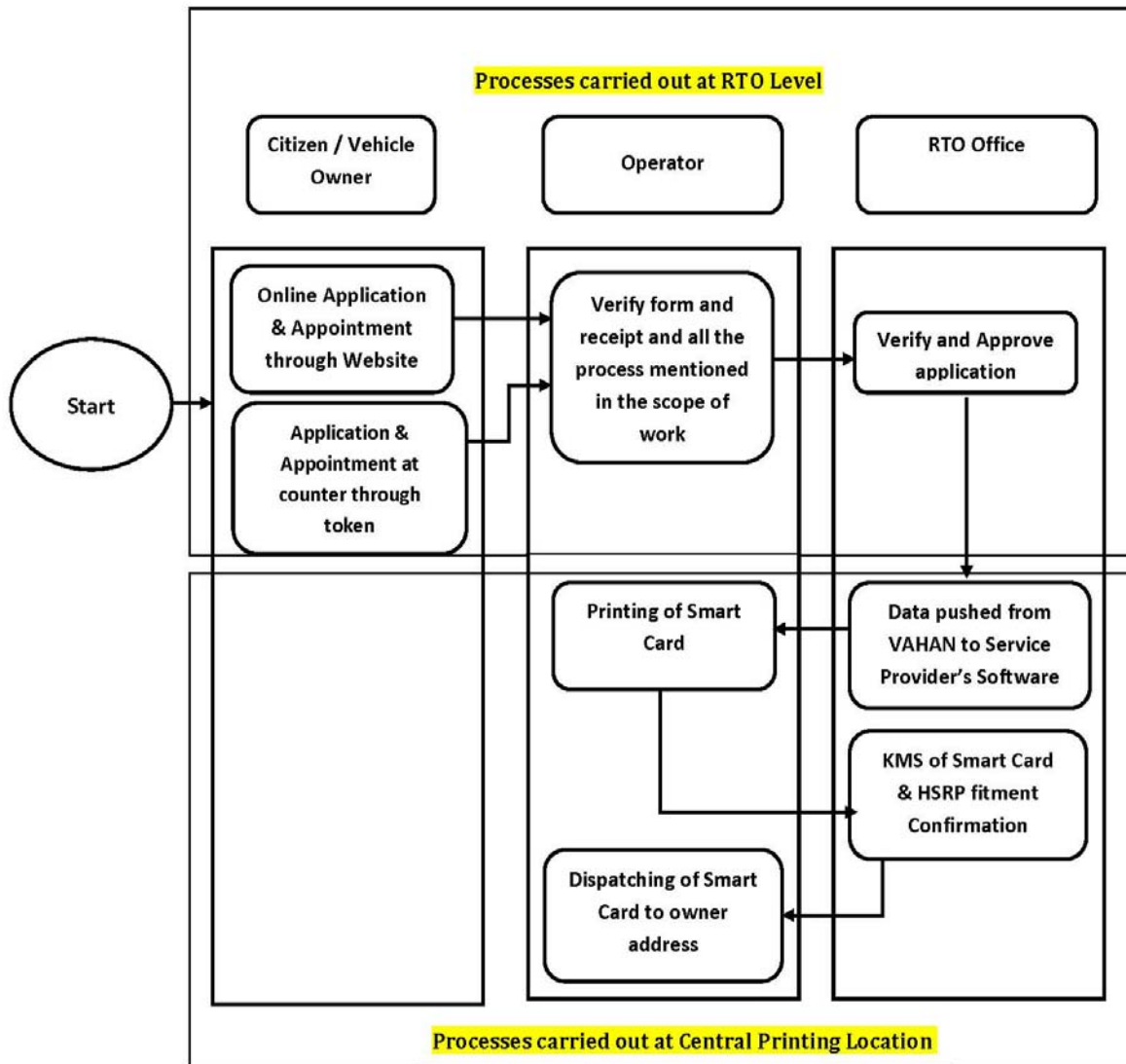
3. Current Scenario

Proposed G2C Service delivery project is a comprehensive scheme for modernization & computerization of Registration Certificates in the Transport Department, Government of Gujarat.

3.1. The current system flow of the Transport Department is as follow:



3.2. Proposed Process flow of the System



- Vehicle owner will submit application by two ways:
- Online through VAHAN or offline at counter by token system. In online case, Application can submit application and take appointment online through the website. In offline case, applicant can submit application and take appointment at counter located in RTO through token system.
- As per appointment taken through the VAHAN Application or token system, applicants submit application at single window counter. The operators seated at single window counter receives the application; carry out all the processes related to single window as mention in Scope of work; issue acknowledgment slip and handover to the applicant.
- All approvals will be given by the authorized officer of the RTO .
- After electronic approval , data will be pushed from VAHAN to concessionaire serverfor printing by the service provider's computer operator. The QR Code should also be printed on the card.
- After printing of smart card, Bulk KMS (key management system) of smart card will done by RTO at Central Location.

- g) Aadhar based KYC system should be implemented.
- h) After successfully KMS of smart card RC, it will be dispatched to vehicle owner at the address mentioned in his/her application form or record. The process flow for dispatching of smart card are:-
- i) Get smart card dispatch covers/envelops and such other material from RTO office.
 - ii) Printing the vehicle owner address on smart card dispatch cover/envelop.
 - iii) Putting smart card and such other material if exist in cover/envelop and seal the cover. The concessionaire shall take utmost care to ensure that no mismatch take place in the putting smart card in concern cover/envelop.
 - iv) Packed cover/envelop dispatch unique number will recorded in software.
 - v) Dispatched smart card list will be generated in excel file from software.
 - vi) Packed cover/envelop and excel file will be handed over to the postal department or such other agency for distribution.
 - vii) Concessionaire will collect undelivered smart cards from postal department and it will be recorded in software and then it will be handed over to RTO.
 - viii) Undelivered smart card will be handed over to vehicle owner by verifying his identify proof by RTO.

3.3. Detail of RTO/ARTO and no. of card dispatch in last year

| Sr No | RTO/ARTO | 2016-17 | | |
|-------|---------------|---------|-------|--------|
| | | N.T | T | TOTAL |
| 1 | AHMEDABAD | 262977 | 40315 | 303292 |
| 2 | MEHSANA | 65050 | 11071 | 76121 |
| 3 | RAJKOT | 154166 | 18329 | 172495 |
| 4 | BHAVNAGAR | 53770 | 7796 | 61566 |
| 5 | SURAT | 243337 | 25694 | 269031 |
| 6 | VADODARA | 154349 | 17438 | 171787 |
| 7 | NADIAD | 47797 | 8848 | 56645 |
| 8 | PALANPUR | 65447 | 9559 | 75006 |
| 9 | HIMMATNAGAR | 50525 | 6896 | 57421 |
| 10 | JAMNAGAR | 60672 | 10433 | 71105 |
| 11 | JUNAGADH | 51263 | 6999 | 58262 |
| 12 | BHUJ | 89253 | 22989 | 112242 |
| 13 | SURENDRANAGAR | 36533 | 6178 | 42711 |
| 14 | AMRELI | 30083 | 4293 | 34376 |
| 15 | VALSAD | 55098 | 7914 | 63012 |
| 16 | BHARUCH | 58044 | 9025 | 67069 |
| 17 | GODHARA | 34437 | 5451 | 39888 |
| 18 | GANDHINAGAR | 60793 | 12166 | 72959 |
| 19 | BARDOLI | 30650 | 4690 | 35340 |
| 20 | DAHOD | 25376 | 3187 | 28563 |
| 21 | NAVSARI | 43123 | 4548 | 47671 |
| 22 | RAJPIPLA | 7541 | 849 | 8390 |
| 23 | ANAND | 59171 | 7880 | 67051 |
| 24 | PATAN | 30828 | 4537 | 35365 |
| 25 | PORBANDAR | 20307 | 4192 | 24499 |
| 26 | VYARA | 18386 | 1418 | 19804 |

| | | | | |
|----|-------------------------------------|----------------|---------------|----------------|
| 27 | AHMEDABAD(E) | 86051 | 10073 | 96124 |
| 30 | Waghai (Ahwa-Dang) | 3117 | 225 | 3342 |
| 31 | Modasa(Arravalli) | 21782 | 2213 | 23995 |
| 32 | Veraval(GirSomnatha) | 24622 | 2412 | 27034 |
| 33 | Botad | 8561 | 1267 | 9828 |
| 34 | Chhotaudepur | 9453 | 864 | 10317 |
| 35 | Lunavada(Mahisagar) | 11711 | 952 | 12663 |
| 36 | Morbi | 31803 | 4453 | 36256 |
| 37 | Jamkhambhalia (Devbhoomi Dwarka) | 13799 | 2344 | 16143 |
| | TOTAL ISSUED | 2019875 | 287498 | 2307373 |

4. SCOPE OF WORK

4.1. Services to be delivered by Bidder with required hardware, software and manpower

Bidder would be required to perform following services and deliver them under the Projects:

- a) **System study, creation of functional specifications, software development, implementation, necessary upgrade & customizations including integration with VAHAN from time to time, maintenance, operations and issuance of document printing application** integrated with VAHAN from National Informatics Centre or any other system/application as instructed by Commissioner of Transport, Gujarat, wherein issuance can be done for paper based following document with security features & hologram for all transactions related to the following (including but not limited to new, renewal, duplicate etc. as the case may be):
- i) Vehicle Permits (all types)
 - ii) Fitness Certificates (for all Transport Vehicles)
 - iii) Tax Certificates (for all Transport Vehicles)
 - iv) No Objection Certificates (for all Vehicles)
 - v) Tax Recovery Notice(s)
 - vi) Paper copy of Vehicle Registration details (for all vehicles)
 - vii) Any other document as desired by Commissioner of Transport

- **Management Information system (MIS) including various reports generation.**

The selected bidder needs to establish a system for generate on of various Management Information System (MIS) Reports for the use of Transport Department from a web based system. The vendor needs to prepare/submit various reports as per the need of the Transport Department. Following are the list of indicative reports to be submitted, but not limited to that:

- Opera tor Wise application processed
- List of RC Issued date wise, month wise, category wise separately
- Number of transaction report- Daily, Monthly, Yearly
- Cash Collection Report- Daily, Monthly, Yearly
- Monthly report on Backup Plan and activity
- Monthly restoration drill report
- Any other (s) as per requirement

For every update SMS should be sent to the applicant. The applicant should be able track the status of their application. The cost of the same should be barred by the bidder.

b) Operationalization of Single Window System

The concessionaire cum Data Entry Operator of the service provider shall be responsible for providing computer peripheral, as mentioned in Section X at the window (counter) and indicative manpower required is as per Section XI to perform following functions:

- i) Accepting application from the vehicle owners or their representatives
- ii) Data entry of application forms and scanning of supporting documents or correction there in as may be required

- iii) Generating acknowledge receipt and handing over the same to Vehicle Owner (the blank acknowledgement receipt required for the purpose shall be provided by COT)
- iv) Verify the electronic data as may be required
- v)
- vi) Collection of short tax or fee, if required.
- vii) Any other function as may be required for smooth and efficient functioning of the system.

c) Making available pre-printed Smart Cards at Central Location:

- i) Card Specifications – As per design provided by CoT, and designed by NID for the Hologram and the card body should meet PET/PVC specification. The card should contain at least 60% PET material. This will be tested by CIPET Chennai.
- ii) The concessionaire shall be fully responsible for printing and preparing the smart card based RC as per minimum specification given in form X and information given by COT.
- iii) Supply of 64KB SCOSTA smart cards for issuance of registration certificates in required quantities.
- iv) The Service Provider shall be responsible for keeping an inventory of minimum 45 days available at the Central level to meet the requirement of the entire state.
- v) The design should be compliant to ISO/IEC-7816 international standards smart cards [2–9] and the SCOSTA specification. Also, the system should have features like encryption/decryption schemes, storage and retrieval of cryptographic information etc. on the smart card operating system as per design specifications. The Layout design of the RC card will be given by the Government. However in case if the design of the RC card is changed by the Government, the cost of re-designing will have to be borne by the service provider.
- vi) Printing and personalization of 64 Kb SCOSTA Smart Card based Registration Certificates (As per guidelines of MoRTH and its revisions from time to time) for new, renewal, duplicate, change of address, change/transfer of ownership, change of class etc.
- vii) The Service Provider should establish a system for the printing, personalization and dispatch of 64KB SCOSTA smart card based registration certificate including the management & operations, integrated with VAHAN application provided by National Informatics Centre (NIC) or any other system/application as instructed by Commissioner of Transport, Gujarat.
- viii) The process related to printing and preparation of card, except KMS, shall be responsibility of service provider. The service provider shall procure, provide and maintain all hardware, Consumable, software and manpower required for printing and preparation of Registration certificate on smart card.
- ix) Deployment of Smart Card related peripherals like Smart Card Printer's, Card Drives, desktops etc.
- x) Supply of consumables for smart card personalization. The Service Provider shall be responsible for making available all the consumables and any other goods or articles required from time to time for functional operations & issuance of Registration Certificates.

d) Centralized Card Personalization Centre

In order for better & secured document control a Centralized Card Personalization Centre is proposed, wherein the vendor would print the smart card based Registration Certificates, The Service provider needs to:

- ii.) Make available the Space of minimum 3000 sq ft at Ahmedabad/Gandhinagar or as required for the timely delivery of services as laid out in this RFP.
- iii.) Create a Highly secured facility for purpose of smart card RC Printing and personalization using CCTV, Role based access control etc.
- iv.) Install and deploy all necessary hardware, furniture's and fixtures for timely personalization of Smart Cards
- v.) Biometric based Access Control system for restricted entry and exit, further the service provider will have to maintain a log of the entry and exits made.
- vi.) Redundant Internet Connectivity for two different ISP's (min 10 Mbps) the Access to VAHAN and Fetching the Data for the Printing & Personalization of the RC Smart Card
- vii.) Upkeep and Facility management services of the said premises including Air Conditioning
- viii.) Provisioning of Electricity and required Power backup arrangements
- ix.) Required manpower for the day to day O&M of the centralized card personalization center.

The CoT at its discretion may include central printing/ personalization of other documents such as Driving License, permits, fitness, NOC etc. The term and conditions for the same may be mutually agreed between the CoT and the Service provider.

e) Deployment of necessary Manpower

- The service provider shall provide and deploy manpower on the Site and the central personalization center for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- The manpower to be deployed under this project should be without any criminal background / record.
- The Service Provider shall pay fair and reasonable wages to the workmen employed as per Minimum Wages Act, 1948, Notification no. KHR/2014/188/LVD/10/2013/575849/M(2) dated 26/12/2014 and time to time amendment done by Labour & Employment Department, Govt. of Gujarat.
- The salary of the manpower working on the RTO project shall be paid online in Bank account. i.e. through ECS / NEFT / RTGS etc. A record of the payments made in this regard should be maintained by the successful Bidder and shall be provided along with the invoice submitted by them. If complaints are received by the CoT/RTO (or any appropriate authority) against service provider for non-payment to employees/not adherence to minimum wages acts mentioned above, appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated by the department as deemed necessary against the successful Bidder.
- There is no Master and Servant relationship between the employees of the successful bidder and COT further that the said persons of the successful bidder

shall not claim any absorption in the Commissionerate of Transport/Government of Gujarat on any ground whatsoever.

- The successful bidder shall not claim any benefit/compensation/absorption/regularization of services from/in the Department in any form.
- The Service Provider's personnel shall not disclose any operational process, technical know-how, security arrangements and administrative/organizational matters without the permission of RTO as all these matters are of confidential/secret nature.
- The successful bidder will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the RTO or Department shall not incur any liability of the successful bidder for any expenditure whatsoever on the persons employed by the successful bidder on account of any such statutory obligation.
- Continued violation of this may lead to termination of contract and forfeiture of Performance Guarantee.
- The rates of wages to be paid to outsourced personnel hired by bidder shall be increased @ 5% annually during the extended contract period in case contract is extended beyond one year of contract.
- If Government increases the minimum wages during the period of this contract being in force, the Agency will pay revised minimum wages to manpower if such minimum wages are higher than above mentioned monthly wages, from the date on which such revision comes into force. In such case of upward revision of wages, SP will pay applicable minimum wages or above mentioned wages, whichever is higher from the date on which such revision comes into force.

f) Packing the card and dispatching

- i) The Smartcard after printing shall be dispatched to the vehicle owner at the address mentioned in his application form or in the records available with COT.
- ii) The Service Provider shall be responsible for providing, printing and preparing the envelop, putting the smart card along with pre- printed paper card jacket, Letter and such other material as decided in the cover and sealing the cover/envelop.
- iii) The Service Provider shall take utmost care to ensure that no mismatch takes place in the dispatch of smart cards. The packed envelops shall be handed over to the postal department or to such agency as may be decided by COT for distribution. All processes in this regards shall be responsibility of service provider.
- iv) The COT shall bear the postal/courier expenses incurred in distribution of card. The Service Provider shall maintain complete record of all the cards dispatch on daily basis. The envelop received back as undelivered shall be recorded in a separate register by Service Provider.
- v) The Service Provider shall procure and maintain all hardware and software and manpower relating to packing and dispatching of the cards.

g) Deployment, training and management of necessary manpower at all service delivery locations.

The Service Provider will provide well-trained and qualified staff to ensure trouble free delivery of services to meet the requirements of the SLA and the department. On behalf of Transport Department, the authority appointed by the Transport Commissioner will be the project manager who would administer the day to day project activities. The role of the department appointed project manager would be to:

- i) Monitor the day to day activities of the operator
 - ii) Monitor the qualification and skill set of the staff deployed by the Service Provider
 - iii) Monitor the quality of the work performed by the Service Provider
 - iv) The Service Provider would be required to provide training to both its internal staff as well as the officials of the transport department relating to the software application as well as general computer training on continuous basis. The training should be focused on providing knowledge transfer to the department officials so as to increase their awareness and acceptability of the application. The Service Provider would bear the cost of providing the training, supply of course ware etc.
- h) The Service Provider shall make the module for complete record of inventory i.e. blank cards, printing and dispatching of the card and make available to the COT in such format given by COT. The Service Provider shall also be responsible for disseminating information regarding approval of card received by them and dispatch of the smart card based RC to the vehicle owner. The Service Provider shall make all endeavors to see that the process is error free and further the objective of citizen centric services of COT is met.

The quality of work performed by the Service Provider will have to be up to the satisfaction of the project manager. In the event of any staff member moving out of the project site, the replacement will have to be immediate and up to the satisfaction of the project manager.

- i) Integration of various services and data with department's other functionalities like check post, HSRP etc.
- j) 7 years of operations, upkeep, maintenance, enhancements, support etc. for all above services and further for an extended period of 3 years, if required.
- k) The minimum technical specification of the equipment/item is given in Section X.
- l) The service provider shall be responsible to provide the recording of the IP based camera in DVD to respective RTO Office at the end of each month and CoT for central printing location.
- m) The necessary LAN cabling and electrification work will be done by the Service Provider. The GSWAN connectivity will be provided by the Department. However, in case any problem in connectivity the Service Provider shall be responsible to provide the alternative way for doing business operation of RTO. Redundant connectivity

should be provided by the selected bidder at respective RTO/ARTO to continue the functionality without hampering ongoing activities.

- n) Service provider has to also provide the related citizen services provided by RTO at RTO or other places at charges decided by the CoT. The charges fixed by CoT will be levied from the citizens by bidder for those services.

Section VI: Format of Pre-Qualification of Bids

1. Covering Letter - Bid Proposal Form

Reference:

Date:

Tender No.: GIL/

To

Sir / Madam

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate" for Commissioner of Transport, Government of Gujarat in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid submitted online and made part of this bid.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by Commissioner of Transport.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for financial bid opening as mentioned under the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount: _____ Rupees: _____

Name: _____

Address: _____

Purpose of Commission or gratuity: _____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20 ____
Signature (in the capacity of)
Duly authorized to sign Bid for and on behalf of _____

2. FORMAT OF AFFIDAVIT
(TO BE SUBMITTED PHYSICALLY)

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age ____ years residing at _____ in capacity of _____ M/s. _____ hereby solemnly affirm that

- 1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
- 2) I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

| Sr. No. | Name of the Document |
|---------|----------------------|
| 1 | |
| 2 | |

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in

which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

- 9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
- 10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].
- 11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.
- 12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. ---- to --).
- 13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
- 14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .
- 15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
- 16) In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

**3. Particulars of the Bidder's Organization
(To be submitted by Bidder/Lead bidder & its consortium partner)**

| | |
|--|----------------------------------|
| 1. Tender for "Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate" for Commissioner of Transport, Government of Gujarat | |
| 2. Name and full address of the firm/ Company/ Organization | ----- ----- |
| 3. Registered Office with full address, Telephone No(s) Fax No(s) E-mail address Website URL | ----- ----- ----- ----- |
| 4. Income Tax Registration number. (PAN) | ----- |
| 5. Service Tax Registration No. | ----- |
| 6. Whether Public Limited Company or Private Limited Company or any other entity (Give details) | ----- ----- |
| 7. In case of a company, details of Director, Managing Director etc and their Share holding and their respective liabilities in carrying this tender and discharge of subsequent | ----- ----- ----- |
| 8. Whether any establishment is in Gujarat. If so detailed address of the same and activity carried on there. | ----- ----- |
| 9. Name and addresses and designation of the persons who will represent the Bidder while dealing with COT/ GIL (Attach letter of authority) | ----- ----- ----- |
| 10. Details of service / support network and infrastructure available in Gujarat. (If Any) | ----- ----- |

Note: Above details are mandatory, Bidder may use additional sheets for above submissions.

(Authorized Signatory)

Name: _____
 Designation & Authority: _____
 Place: _____
 Date: _____
 Stamp: _____
 Company Name: _____
 Business Address: _____

4. Turnover Details (In Lacs)

| Sr. No. | Financial Year | Turnover in IT Operation | Turnover from Smart Card | Total Turnover | Net Profit | Network |
|---------|----------------|--------------------------|--------------------------|----------------|------------|---------|
| 1. | 2013-14 | | | | | |
| 2. | 2014-15 | | | | | |
| 3. | 2015-16 | | | | | |

5. Manpower Self Certificate

(Certificate to be issued on the letter head of the bidder)

To,

Reference: Tender Number _____ Dated _____

Subject: Proposal for the Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate” for Commissioner of Transport, Government of Gujarat

Dear Sir,

This is to certify that we, M/s. << Name of Bidder>> has ____ nos. of employees on its payroll on _____ 2017.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

6. Sole Responsibility Certificate

(Certificate to be issued on the letter head of the bidder)

To,

Reference: Tender Number _____ Dated _____

Subject: Proposal for the “Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate” for Commissioner of Transport, Government of Gujarat

Dear Sir;

This is to certify that we, M/s. << Name of Bidder>> will be solely responsible to the Transport Dept. for the implementation of the project.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

**7. SCOSTA Renewal/ Up gradation Self Certificate
(Certificate to be issued-on the letter head of the bidder)**

To,

Reference: Tender Number _____ Dated _____

Subject: Proposal for the "Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate" for Commissioner of Transport, Government of Gujarat

Dear Sir,

This-is to certify that we, M/s. << Name of Bidder>> have a valid 64K.B SCOSTA certificate the smart cards that will be used under the project. We also certify that we will keep SCOSTA certificate renewed and/or upgraded as per the latest amendments issued by NIC.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

**8. Opening of Office in Gujarat Self Certificate
(Certificate to be issued on the letter head of the bidder)**

To,

Reference: Tender Number _____ Dated _____

Subject: Proposal for the "Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate" for Commissioner of Transport, Government of Gujarat

Dear Sir,

I, authorized representative of _____, hereby solemnly affirm that in case we are selected as service provider, then our company will open its office in Gandhinagar/Ahmedabad.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

**9. No deviation in proposal Self Certificate
(Certificate to be issued on the letter head of the bidder)**

To,

Reference: Tender Number _____ Dated _____

Subject: Proposal for the "Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate" for Commissioner of Transport, Government of Gujarat

Dear Sir,

I, representative of _____, hereby solemnly affirm the veracity of documents submitted as a pan of pre-qualification, technical and financial bid for the Selection of Service Provider for Issuance of Smart Card Based Vehicle Registration Certificate for Commissioner of Transport, Government of Gujarat.

I also confirm that we will abide to all the terms and conditions provided in the RFP and have

No Deviations. In the event of any deviation from the factual information the GIL/COT, Govt. of Gujarat reserves the right to reject our proposal or terminate the contract, if awarded to us, without any compensation.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

Section VII: Format Technical Bids

1. Undertaking of Bidder

in the event of acceptance of the bid submitted by them and subsequent award of order, Bidder shall use only SCOSTA certified smart card product (certified by NIC) towards the fulfillment of the order and shall keep the SCOSTA certificate renewed and/or upgraded as per the latest amendments issued by NIC. A copy of valid SCOSTA Certificate issued in the name of the bidder should be attached with the bid.

2. Bidder Technical Experience

For each project, please provide a profile, based on the following template. The profile for single project must not exceed one page.

Bidder has to provide the experience w.r.t to all type of experience criteria in the given format:

| Sr. No. | Information Sought | Details |
|-----------------------------|--|----------------|
| Assignment Name : | | |
| Customer Information | | |
| 1 | Customer Name | |
| 2 | Name of the contact person from the client organization who can act as a reference with contact coordinates | |
| | Name | |
| | Designation | |
| | Address | |
| | Phone Number | |
| | Mobile Number | |
| | Email ID | |
| Project Details | | |
| 3 | Project Title | |
| 4 | Start Date / End Date | |
| 5 | Current Status (In Progress / Completed) | |
| 6 | Number of responding firm's staff deployed on this project (peak time) | |
| Value of the Project | | |
| 7 | Order value of the project (in rupees lakhs) | |
| 8 | Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this Tender is floated) | |
| 9 | Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated | |

| | | |
|----|--|--|
| 10 | Description of the key areas where significant contributions are made for the success of the project | |
| 11 | Order Copies & Performance Certificate received from Client is attached with this statement | |

3. Bidder's Approach, Methodology and Project Plan

Service Provider is required to present their technical proposal, not more than 50 pages, dividing the whole solution into:

- 1. Technical Approach & Methodology** - comprising of understanding of department's objectives, approach towards the services to be provided to the citizens, methodology to carry out services, etc.
- 2. Work Plan** - comprising of main activities of the project, contents, phases, delivery dates of deliverables, translation of work plan into a feasible plan, etc.
- 3. Organization & Staffing** - Proposed structure and composition of the team, key person responsibilities, proposed technical support and operations staff

4. Manpower/Resources Proposed

Team proposed and tasks assigned

| Name of Staff | Qualification | Area of Expertise | Position assigned | Task Assigned |
|---------------|---------------|-------------------|-------------------|---------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* This information should be provided for all key professional staff, such as team leaders, project managers, technical support staff, etc.

CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

| Sr. No. | Description | Details |
|---------|---|---------|
| 1 | Name | |
| 2 | Designation | |
| 3 | Role proposed for | |
| 4 | Current responsibilities in the responding firm | |
| 5 | Total years of relevant experience | |
| 6 | Years of experience with the responding firm | |
| 7 | Educational qualifications: | |

| | | |
|----|--|--|
| | Degree | |
| | Academic institution graduated from | |
| | Year of graduation | |
| | Specialization (if any) | |
| 8 | Professional certifications (if any) | |
| 9 | Professional Experience details (project-wise): | |
| | Project name | |
| | Client | |
| | Key project features in brief | |
| | Location of the project | |
| | Designation | |
| | Role | |
| | Responsibilities and activities | |
| 10 | Duration of the project | |
| | Covering Letter: Summary of the Individual's experience which has direct relevance to the project (maximum 1 page) | |

Each CV must be accompanied by the following undertaking from the staff member:

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Date:

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Company Name: _____

Business Address: _____

5. Work Schedule

| Sr. No. | Activity | Months | | | | | | | | |
|---------|----------|--------|---|---|---|---|---|-----|---|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | ... | N | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| N | | | | | | | | | |

Bidders are required to furnish the following details

6. Technical Specifications & Quantities of the Proposed Equipment

| Sr. No. | Item | Make & Model | Technical Specification | Tentative Quantity |
|---------|---------------------------------|--------------|-------------------------|--------------------|
| 1. | Smart Card Reader | | | |
| 2. | Smart Card Printer | | | |
| 3. | Smart Card (64KB SCOSTA) | | | |
| 4. | Desktop | | | |
| 5. | IP based Camera | | | |
| 6. | Dot Matrix Printer | | | |
| 7. | Laser Printer | | | |
| 8. | A4 Scanner | | | |
| 9. | Online UPS | | | |
| 10. | Any other equipment that may be | | | |

The bidder shall propose all aforementioned items meeting the minimum technical specifications, however the bidder is free to propose items that are over and above the specified minimum technical specifications.

The bidder should deploy hardware items such as Desktop, Printer, Scanner etc. which are in the top 5 rank of the latest IDC report. However the bidder can also propose a particular make and model if the bidder wishes too.

Section VIII: Format of Financial Bid

Bidder should quote firm rates for the entire Scope of Work and Technical Requirements mentioned in the Section V of Tender Document.

Financial Bid Format

| | |
|---|--|
| **Price per issuance of 64KB SCOSTA Smart Card (In Rs.) Excluding Taxes | |
| Taxes / Duties Applicable: Please Specify each Applicable Taxes Separately. i) ii) iii) | |
| Total Price after all taxes / duties | |

Note:

- Prices payable to the service provider as stated in the Contract shall be subjected to upward and downward revision from the next year based on the cost inflation index released by the Govt. of India from 1st April of each year.
- The changes if any in the taxes etc., will be paid as per the prevailing rates.
- **The above price shall include all activities mentioned in the scope of work, Annual Maintenance Contract of all supplied Hardware by selected bidder, Development of Integration S/W, Salary of manpower, Administrative Charges of Manpower, Charges of SCOSTA card etc. Only space & basic Infrastructure, i.e., power supply and civil infrastructure shall be provided by CoT.
- **Detailed year wise cost analysis of various element of cost (like H/W, S/W, Charges of Manpower, SCOSTA Cards expenditure etc.) while arriving at per card costing as mentioned in the financial bid by the bidder must be submitted in the financial bid.

Signature with company seal

Name:

Date:

Designation:

Form V: Self-Declaration

**The
Director (e-Governance),
Gujarat Informatics Ltd.**
Udhyog Bhavan, Block 1/8,
Gandhinagar

Sir/Madam,

Having examined the Bidding Documents including Bid No.: _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide _____ to COT.

We undertake, if our bid is accepted, to provide _____, in accordance with the terms and conditions in the Tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any Govt. Department or it's PSU in Gujarat Government in the past 5 years, ending on last date of submission of bids. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any Govt. Department or it's PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any Govt. Department or it's PSU in Gujarat.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2017

Signature: _____
(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of _____

Section IX: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
Director (e-governance)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: SWXXXXXXXXX for ----- KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

THE CONDITIONS of this obligation are:

- The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

**Approved Bank: Any Nationalized Bank operating in India having branch at
Ahmedabad/ Gandhinagar**

Section X: Minimum Technical Specification

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

| **Item Name | Minimum Specifications |
|------------------------------------|--|
| SMART CARDS | <ul style="list-style-type: none"> • Microprocessor based Integrated Circuit(s) card with contacts and with a minimum of 64 KB EEPROM Compliant with ISO/IEC 7816-1, 2 & 3 • Supply voltage 3 V -nominal • Compliant to SCOSTA v1.2b dated March 15, 2002 and amended from time to time, as may be prevailing from time to time approved by NIC. The certificate for same must be attached along with compliance certificate or assurance to get the new SCOST A certificate as per Notice. number31 / SCOSTA / SKS / 07, DATED 08.05.2007 • Protocol T=0 or T=1 • Data retention min. 10 years data retention The Card should be with a hologram and a pre printed card sr. number and the approved art work by the CoT • Minimum 3,00,000 EEPROM write cycles. • Operating ambient temperature range -25 to + 55 Degree Celsius. • Plastic Construction PET (at least 60 %) and PVC with Color Printing on Glossy Surface with Overlay. • Smart Cards must have data objects for card sequence number (Tag 5F34) and cards primary account no (TAG SA) at the MF level as per ISO 7816-6. Once programmed these data objects cannot be changed. |
| SMART CARD PERSONALIZATION PRINTER | <ul style="list-style-type: none"> • Print process: Dye Sublimation • Resolution: 300 dpi • Print Speed approximately 30seconds per side • Colors – up to 16.7 million colors by using YMCKO /KO ribbon • Capable of Edge to Edge printing Having card input hopper and in built cleaning system • Capable of printing and personalization of smart card electronically • Personalization in single pass Smart card encoder within the printer should be PC/SC, ISO 7816 complaint, support 3V chip card with T= 0 and T=1 Protocol |
| SMART CARD READER | <ul style="list-style-type: none"> • PC/SC ISO 7816 compliant, support 3V chip card with T=0 and T=1 protocol, Serial/USB Port. Preferably readers should support PC/SC drives and OCF |
| Desktop for each counter | <ul style="list-style-type: none"> • Intel Core i3-4130 Processor (3M Cache, 3.40 GHz) or higher with minimum 4 GB DDR3/DDR4 RAM, 500 GB SATA or higher hard disk, 18.5” or higher wide screen LED Backlit based TFT Monitor, Mouse, 8x or better Internal DVD R/W, with all required Operating System Licenses as well as software |

| | |
|-------------------------------------|---|
| UPS | <ul style="list-style-type: none"> • Online UPS with suitable capacity to cover the requirement as per the site/Location • Min 2 Hours Backup • Maintenance Free Batteries • Overall Efficiency >90% |
| Dot Matrix Printer for each counter | <ul style="list-style-type: none"> • 80 Column or 136 column Dot Matrix Printer as required |
| Laser Printer for Dispatch | <ul style="list-style-type: none"> • A4 Size Mono Laser Printer |
| IP Camera for surveillance | <ul style="list-style-type: none"> • 25 FPS minimum frame rate, HD Resolution, Support H.264, PoE, ONVIF Compliant with required DVR/NVR and 1 month backup. |
| Scanner | <ul style="list-style-type: none"> • Speed: Min 20 ppm with ADF at 300 dpi or better • Document scanning: Duplex • Port: 1 USB 2.0, 1SCSI • Paper Size support: A4, A5,custom, legal, letter • Support OS: Windows 7, 10 (32 & 64 Bit) |
| Paper Jacket for Smart Card | <ul style="list-style-type: none"> • Should be made of paper of min 200 GSM • Size: Proper fit as per the Smart Card Dimension • Pasting should be edge to edge and non residual • Art work: CoT Approved Artwork |
| Electrification & LAN work | <ul style="list-style-type: none"> • Required electrification and LAN cabling in all RTO/ARTO offices |

****Note**

- The above items to be deployed by the bidder should be procured from the reputed OEM.
- Quoted item should be latest and should not have been declared end of sale and end of support.
- AMC/Services and Spares should be available in Gujarat for the quoted items.
- The quoted product should be available with all OS and other required Software with licenses and necessary updates/upgrades for the same.
- Bidder should have to provide the devices and equipment's as per the minimum requirement specified above, However the will to deploy the necessary hardware to meet the over all requirement of the project.

Section XI: Indicative no. of Operational Manpower

Below is the indicative list of operational manpower required to execute the project at RTO:

| Sr. No | Location | No. Of Location | DEO CUM CASHIOUR | SUPERVISIOR | CARD PRINT OPRATOR | DISPATCH CLARK | SECURITY PERSON | TOT AL |
|--------|-----------------------|-----------------|------------------|-------------|--------------------|----------------|-----------------|--------|
| 1 | Ahmedabad | 25 | 25 | 1 | 0 | 0 | 4 | 30 |
| 2 | Mehasana | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 3 | Rajkot | 20 | 20 | 1 | 0 | 0 | 4 | 25 |
| 4 | Bhavnagar | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 5 | Surat | 20 | 20 | 1 | 0 | 0 | 4 | 25 |
| 6 | Vadodara | 20 | 20 | 1 | 0 | 0 | 4 | 25 |
| 7 | Nadiad | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 8 | Palanpur | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 9 | Himatnagar | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 10 | Jamnagar | 12 | 12 | 1 | 0 | 0 | 2 | 15 |
| 11 | Junagadh | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 12 | Bhuj | 12 | 12 | 1 | 0 | 0 | 2 | 15 |
| 13 | Suraendaranager | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 14 | Amreli | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 15 | Valsad | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 16 | Bharuch | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 17 | Gadhara | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 18 | Gandhinager | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 19 | Bardoli | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 20 | Dahod | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 21 | Navasari | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 22 | Rajpipla | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 23 | Anand | 6 | 6 | 1 | 0 | 0 | 2 | 9 |
| 24 | Patan | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 25 | Porbandar | 8 | 8 | 1 | 0 | 0 | 2 | 11 |
| 26 | Vyara | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 27 | Ahmedabad (East) | 12 | 12 | 1 | 0 | 0 | 3 | 16 |
| 28 | Waghai (Ahwa -Dang) | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 29 | Modasa (Arravalli) | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 30 | Veraval (Girsomnath) | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 31 | Botad | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 32 | Chota udepur | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 33 | Lunavada (Mahisagar) | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 34 | Morbi | 5 | 5 | 1 | 0 | 0 | 2 | 8 |

| | | | | | | | | |
|----|---|------------|------------|-----------|-----------|-----------|-----------|------------|
| 35 | Jamkhambhalia (Dave Bhoomi Dwarka) | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 36 | Bavla | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 37 | Gandhidham | 5 | 5 | 1 | 0 | 0 | 2 | 8 |
| 38 | Central Dispetch Centre | 0 | 0 | 1 | 25 | 20 | 2 | 48 |
| | TOTAL | 317 | 317 | 38 | 25 | 20 | 85 | 485 |

Section XI: Format of Performance Bank Guarantee

To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.
Date:

To
Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. having Principal Office at (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the

OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2017

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Section XII: Format of Consortium Agreement

CONSORTIUM AGREEMENT

This Consortium Agreement is executed at <<Place>> on this <<Date>>

BETWEEN

<<Lead Bidder Name>> registered under the Companies Act, 1956, having its Registered Office at <<Lead Bidder Address>> (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns)

AND

<<Consortium Partner Name>>, a Company incorporated under the Companies Act, 1956 and having its Registered Office at <<Consortium Partner Name>> (hereinafter referred to as the 'Consortium Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns)

<<Lead Bidder Name>> and <<Consortium Partner Name>> shall individually be referred to hereinafter as "Party" and collectively as "Parties".

WHEREAS <<Client Name>> has invited e-Tenders vide Tender Reference _____ Dated <<Date of RFP>> for " _____ " in terms of the tender documents issued for the said purpose and the eligibility conditions allow that the applicants bidding for the same can meet the conditions stipulated by <<Client Name >>, for participating in the bid by forming a Consortium for handling the project for which the tender has been floated by <<Client Name>>, Government of Gujarat.

AND WHEREAS in terms of the Bid Documents the Parties satisfy the eligibility criteria laid down for a bidder for participating in the bid process of " _____ " floated by <<Client Name>>, Govt. of Gujarat by forming a Consortium between themselves.

AND WHEREAS both the Parties have discussed and agreed to form a Consortium for participating in the aforesaid bid for " _____ " floated by <<Client Name>>, Govt. of Gujarat and have decided to reduce the agreed terms in to writing.

NOW THIS CONSORTIUM AGREEMENT HEREBY WITNESSES AS UNDER:

1. That on the premises contained hereinabove situated at the Lead Member and the Consortium Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for the _____ "

2. That the Members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by <<Client Name>>, Govt. of Gujarat for awarding the tender to the Consortium so that the Consortium can bid for the aforesaid tender for “_____” in case the Consortium turns out to be the successful bidder in the bid being invited by <<Client Name>>, Govt. of Gujarat for the said purpose.
3. That the Members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to bid for the said tender for “_____”.
4. That the Members of Consortium have agreed to nominate <<Prime Bidder Name>>, as the common representative and Lead Member who is authorized to represent the Consortium for all intents and purposes for dealing with <<Client Name>>, Govt. of Gujarat and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents including submission of EMD and Tender Fee, Tender Application Form, Mandatory Information, Financial Bid etc. and such other documents as may be necessary for the purpose of bidding and performing the work if selected under the said tender.
5. During the project tenure the consortium membership cannot be changed.
6. That in case, to meet the requirements of bid documents or any other stipulations of <<Client Name>>, Govt. of Gujarat, it becomes necessary to execute and record any other documents amongst the Members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said Project.
7. That it is clarified by and between the Members of the Consortium that execution to this Consortium Agreement by the Members of the Consortium does not constitute any type of partnership and that the Members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is only for the purpose of submission of Bid floated by <<Client Name>>, Govt. of Gujarat for “_____” and performing the work under the aforesaid tender as per the terms and conditions stipulated under the said tender if the same is awarded to the Consortium for duration of the contract awarded including any extension if granted therein.
8. That the respective roles and responsibilities of the Members of the Consortium for the purposes of submission of bid and the implementation of the work if awarded as per the requirements and stipulations of <<Client Name>>, Govt. of Gujarat are more particularly described in Scope of work of this documents.
9. Commercial Relationship

The Parties agree:

That in the event of <<Client Name>>, Govt. of Gujarat awarding the work to Lead Member i.e. <<Prime Bidder Name>>, the mutual responsibilities will be shared as agreed between the parties. Further, for the services/ supplies provided by <<Consortium Partner Name>>, a mutually agreed consideration will be paid on back to back basis by <<Prime Bidder Name>> to <<Consortium Partner Name>> subject to receipt of consideration/payment from <<Client Name>>.

Collaborate with each other for the purposes of and on the terms set out in this Agreement;

Work exclusively with each other in respect of the submission of a Bid to <<Client Name>>, Govt. of Gujarat and for the Contract, if awarded, by <<Client Name>>, Govt. of Gujarat in response to such submission of Bid for a period of 2 Months + 7 Years for Operations & Maintenance from the date of receipt of work order from <<Client Name>>, Govt. of Gujarat, plus any extension if granted by <<Client Name>> or until terminated under Clause _____.

Act in good faith towards each other in all matters affecting their dealings under this Agreement in accordance with the terms of the RFP if selected by the <<Client Name>>, Govt. of Gujarat

<<Consortium Partner Name>> agrees and confirms that it shall provide back to back security deposit and performance guarantees to the Lead Member and shall also share the penalty, liquidated damages and such other charges by whatever name called with the Lead Member in the event of the same being charged by <<Client Name>>, Govt. of Gujarat in case of award of contract.