

कार्यालय परिवहन आयुक्त, छत्तीसगढ़

इंद्रावती भवन, तृतीय तल, सी-ब्लॉक, अटल नगर

दूरभाष— 0771-2582088, 2582799

E-Mail ID - atc.cg@nic.in, cgtransportoffice2017@gmail.com Web - www.cgtransport.org

क्रमांक— 6223/ योजना / टीसी / 2021
प्रति,

नवा रायपुर—अटल नगर, दिनांक—14.12.2021

संचालक,

जनसंपर्क संचालनालय

छत्तीसगढ़

विषय:- परिवहन विभाग का निविदा की सूचना प्रकाशन बाबत।

—000—

विषयांतर्गत लेख है कि 'परिवहन विभाग अंतर्गत स्मार्ट कार्ड आधारित ड्रायविंग लायसेंस, वाहन पंजीकरण एवं अन्य आईटी संबंधि कार्यों' के संबंध में निविदा जारी किया गया है।

अतः कृपया उक्त निविदा की सूचना को छत्तीसगढ़ में प्रकाशित होने वाले कम से कम तीन समाचार पत्र एवं दो राष्ट्रीय स्तर के समाचार पत्रों में प्रकाशित करवाने का कष्ट करें।

संलग्न:-उपरोक्तानुसार।


(वेदव्रत सिरमौर)

संयुक्त परिवहन आयुक्त
छत्तीसगढ़, नवा रायपुर अटल नगर

कार्यालय परिवहन आयुक्त, छत्तीसगढ़

परिवहन विभाग अंतर्गत स्मार्ट कार्ड आधारित ड्रायविंग लायसेंस, वाहन पंजीकरण एवं अन्य आईटी संबंधी कार्यों के संबंध में

निविदा सूचना

TD/ 03 /TC / 2021 नवा रायपुर-अटल नगर, दिनांक
दिनांक -14.12.2021

कार्य: परिवहन विभाग अंतर्गत स्मार्ट कार्ड आधारित ड्रायविंग लायसेंस, वाहन पंजीकरण प्रमाण पत्र एवं अन्य आईटी संबंधी कार्यों के संबंध में निविदा जारी किया जाता है।

निविदा जमा करने की अंतिम तिथि:
06 / 01 / 2022 को दोपहर 03.00 बजे तक।

निविदा हेतु प्री-बिड तिथि 23 / 12 / 2021 सुबह 11.30 बजे
निविदा की टेक्निकल बिड खोलने की तिथि 07 / 01 / 2022 समय 11.30 बजे

वित्तीय निविदा खोलने की तिथि पृथक से जारी की जावेगी।

उपरोक्त निविदा सूचना की पूरी जानकारी विभागीय वेबसाइट <https://cgtransport.gov.in> पर उपलब्ध है।



**REQUEST FOR PROPOSAL
FOR**

**Selection of a Service Provider for Centralized Printing
of Registration Certificates and Driving License for
Transport Department in the State of Chhattisgarh for a
period of 10 years**

**Transport Department
Government of Chhattisgarh**

Tender Notification No: TD/03/TC

Date of Issue: 14/12/2021

Issued By:

Transport Commissioner
Email-atc.cg@gov.in

CONFIDENTIALITY

This document has been circulated for limited circulation only, amongst the interested parties (Bidders) who have requested for an RFP for “Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years” and Plus 3 years extendable on Mutually agreed terms. Information shared with Bidders through this document, and any subsequent written document or verbally in this regard is confidential in nature. Any further circulation of this information without prior permission of Transport Department is prohibited and shall attract punishment / penalties.

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) Document or subsequently any other information provided to bidder, whether verbally or in documentary form by or on behalf of the Transport Department, Government of Chhattisgarh (“TDC”) or any of their employees is provided to the bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the TDC to any party other than the Bidders who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis to check the accuracy, reliability and completeness of the information in this RFP Document, and where necessary, obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

STRUCTURE OF THE RFP

This RFP is meant to invite bids from interested bidders capable of delivering the products and services described herein. This Request for Proposal document consists of two parts, viz:

Part I: Invitation for Proposal

Part I of this RFP details out clear instructions to the bidders, for the bidding process requirements, in addition to explaining their roles and responsibilities during the project duration, and the proposed work plan. This part also gives a brief overview of the functional requirement specifications, as well as the non-functional requirements, and technical requirements, with respect to the Centralized Card Printing Center, the required infrastructure as well as the security requirements.

Part II: Draft Concessionaire Agreement

Part II of this RFP provides the Draft Contract Agreement format which would be entered into between the TDC and the Successful Bidder at the start of the project.

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Tender no. & Date	TD/03/TC dated 14.12.2021
Description of Equipment/Material	Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years
Date Notice of Publishing of tender	14.12.2021
Place date and time for pre bid Meeting	Date: 23.12.2021 Time: 11:30 AM Venue: Office of The Transport Commissioner, Indrawati Bhawan, Raipur-492007 AND ONLINE In case the bidder needs to write to: atc.cg@gov.in
Contact Number for queries	0771-2582799
Address for Communication	The Transport Commissioner, Indrawati Bhawan, Raipur - 492007
Last date of Submission of Bid	06.01.2022 upto 03:00 PM
Date of opening of Technical Bid	07.01.2022 at 11:30 AM
Submission of tender	Transport Commissioner, Indrawati Bhawan, Raipur-492007
Bid Validity	180 days from the last date of opening of Financial Bid
EMD and Bidder Fee	EMD and Bidder Fee EMD of Rs.50,00,000 /- (Rs Fifty Lakhs only), INR 10,000/- (Rupees ten thousand only) The EMD and Bidder Fee needs to be submitted in hard copy at: Transport Commissioner Office, 3rd Floor, Block Indrawati Bhawan,Raipur-492007 On or before 06.01.2022 upto 3 pm. The documents received post 3 pm will be disqualified.
Publication of corrigendum (if required), Extension of Time, clarification, addition, deletion, modification or corrigendum to this document	Corrigendum will be posted on website for information of bidders www.cgtransport.gov.in

GLOSSARY AND DEFINITIONS

Terms	Meaning
AoA	Articles of Association
COTS	Commercial Off the Shelf
CCPC	Centralized Card Printing Center
DL	Driving License
EMD	Earnest Money Deposit
GoI	Government of India
GoC	Government of Chhattisgarh
LoA	Letter of Acceptance
LoI	Letter of Intent
LL	Learning License
MAF	Manufacturer's Authorization Form
MoA	Memorandum of Association
MoRTH	Ministry of Road Transport and Highways
TDC	Transport Department, Chhattisgarh
NDA	Non-Disclosure Agreement
NIC	National Informatics Centre
PBG	Performance Bank Guarantee
PC	Poly Carbonate
PQ	Pre-Qualification
PSU	Public Sector Undertaking
QC	Quality Check
RC	Registration Certificate
RFP	Request for Proposal
RTO Official	Any officer authorized by Transport Department/Motor Vehicles Department
RTO / ARTO / DTO	Regional Transport Office which includes Additional and Deputy Regional Transport Office
SLA	Service Level Agreement
SOP	Standard Operating Procedure
TC	Transport Commissioner, Chhattisgarh State
TEC	Tender Evaluation Committee

DEFINITIONS:

Term	Meaning
Applicable law	Laws and any other instruments / subordinate legislation having the force of law having been published in India. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction.
Change of Law	Any change in the Applicable Law; or any applicable judgment of a relevant court of law which changes the interpretation of the Applicable Law and is a binding precedent which directly and adversely affects the Successful Bidder's performance / obligations under the Contract in a material way, coming into effect after the date of this Contract entered by the Successful Bidder or after the bid submission date.
Days and working days	"Days" shall mean calendar days. "Working days" as per Govt. of Chhattisgarh official working days
The Goods	All the software, equipment, machinery and /or other materials/services which the Successful Bidder is required to supply to the TDC under the Contract;
Last three financial years	FY 2017-18, 2018-19 & 2019-20
Maintenance	<ul style="list-style-type: none">• Locate, remove, and repair technical faults.• Providing the spares when the parts become faulty and cannot be repaired.• Identify software related problems such as run time error viruses etc. & reload the machines with Software• Housekeeping of all hardware• Take care of System Administration. Software maintenance & installation throughout the project duration. Any other task to be performed to keep the system functional
Registration Certificate (RC)	The words RC/Cards/registration certificate referred in the RFP shall mean Certificate of Registration – 100% PC based card without chip as per Form 23(A) conforming to the specifications stipulated in Annexure-XI of MoRTH notification no. G.S.R. 174(E) dated 01.03.2019.
Driving License (DL)	The words DL/Cards/driving license referred in the RFP shall mean Driving License – 100%PC based card without chip as per Form 7 conforming to the specifications stipulated in Annexure XI of MoRTH notification no. G.S.R. 174(E) dated 01.03.2019.

Services	“Services” means any and all the services given by the TDC to its citizens related to Vehicle Registration Certificate, Driving License and aligned services.
Successful Bidder	Bidder with whom the Contract has been executed by TDC.
Vahan	Application developed and maintained by National Informatics (NIC) which is core application for citizens to avail any services related to Vehicle Registration and Permits.
Sarathi portal	Application developed and maintained by National Informatics Centre (NIC), which is the key application for citizens to avail any services related to Driving License.
1 Week	All seven days of the week (Sunday – Saturday)

SECTION 1: INTRODUCTION

SECTION 1: INTRODUCTION TO TRANSPORT DEPARTMENT

Establishment

The Transport Department's functions are monitored and controlled by the Transport Commissioner office, located Raipur. The State has 5 Regional Transport offices, 1 Additional Regional Transport office and 22 District Transport Offices.

The key services of vehicle registration and driving license are offered by the department through NIC based applications, Sarathi (Driving License) and Vahan (Registration). Sarathi & Vahan have been developed by NIC enabling citizens to apply for various services related to Driving License and Vehicle Registration.

1.1. Enabling Legal Framework

The department operates under the aegis of the following legal framework

- ☐ The Central Motor Vehicle Act, 1988
- ☐ Central Motor Vehicle Rules, 1989
- ☐ Chhattisgarh Motor Vehicle Taxation Act-1991 & Rules
- ☐ Chhattisgarh Motor Vehicle Rules-1994

The department has been providing all Transport related services to the citizens. Some of the most important services and their relevant statistics are provided below.

Vehicles that are newly purchased, or have undergone a change in their ownership, change in address, renewal of registration, conversion of vehicle, alteration of vehicle, hypothecation addition, continuation and termination, duplicate RC, cancelation of RC, etc. are issued Registration Certificate (RC). These RC are in a card form, to be printed (along with ancillary services) at Centralized Card Printing Center. Other than these services, the department also provides other transactions like permits, NOC etc.; the output of the same is in a paper form.

Eligible citizens are provided Learner License on qualifying test. Thereafter, the learner license holder needs to pass the driving test, those who pass the test are issued Driving License (DL) and are eligible to drive the vehicle on the roads. There are other ancillary services like change of name, address, Renewal of DL, Duplicate DL, Conductor License, endorsement to DL, Issuance of Duplicate DL, Replacement of DL, Renewal of DL, Surrender of DL, Issuance of IDT, etc. which are either in card form or have a paper-based output. These DL are in the form of card, to be printed (along with ancillary services) at the CCPC.

In order to facilitate these activities, it is proposed to onboard a service provider to provide Centralized Card Printing Center for printing of Polycarbonate (PC) based RC and DL at one identified location in Chhattisgarh for a period of 10 years and Transport Department will provide Adequate space with civil construction and basic necessities like Flooring, water, electricity connection etc. to carry out Smooth operation for printing of PC card to the Successful bidder.

SECTION 2:
INSTRUCTIONS TO BIDDERS

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1. Tender Fee

A complete set of tender documents is available at www.cgtransport.gov.in for viewing and download. The bidders are required to fill the tender as per the timelines provided in the tender. In the absence of tender fee, the tender will be taken as incomplete and non-responsive and shall not be considered. The tender fee shall be non-refundable.

Sr. No.	Item	Details
1	Tender Fees	INR 10,000/- (Rupees ten thousand only)

2.2. Completeness of the RFP response

Bidders are advised to study this RFP document carefully before submitting their bids. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this RFP. Failure to furnish all information required by the RFP document, or submission of a proposal not substantially responsive to the RFP document in every respect, will be at the bidder's risk and may result in rejection of its bid. The key documents to be submitted with proper indexing of all submissions of the technical bid with exact page number / file name.

2.3. Cost of Bidding

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

2.4. Pre-Bid Meeting

- ☐ TDC will organize a Pre-Bid meeting with all interested Bidders to answer their queries.
- ☐ All the Bidders are requested to submit their list of queries / suggestions / clarifications, if any, to the RFP and / or the Draft Concessionaire Agreement only via email and in the format prescribed in [Annexure 5](#) to the mail id- atc.cg@gov.in, on or before date specified in "NOTICE INVITING TENDER".
- ☐ TDC will not respond to the queries sent in any other format than prescribed as per [Annexure 5](#) or queries sent after the stipulated date.

- ☐ TDC shall consider the queries submitted by prospective bidders, and may, or may not, change/amend the tender document.
- ☐ All such changes, or amendments, if any, will be published online on the www.cgtransport.gov.in website and shall be treated as inherent part of the tender requirement.

2.5. Amendment to RFP document

- ☐ At any time before the deadline for submission of bids, TDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment.
- ☐ All the amendments made in the document would be made available on www.cgtransport.gov.in. The bidders are advised to visit this site on regular basis for checking necessary updates.
- ☐ The TDC also reserves the rights to amend the dates mentioned in this RFP or “NOTICE INVITING TENDER” for bid process. In order to allow prospective bidders reasonable time to take any such amendments into account in preparing their bids, TDC may, at its discretion, extend the Submission End Date (Last date for the submission of Bids).

2.6. Termination of RFP process

The TDC may terminate the RFP process at any time, in line with relevant provisions prevalent at that time. The TDC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the TDC.

2.7. Earnest Money Deposit

- a. Bidders shall submit an EMD of Rs.50,00,000 /- (Rs Fifty Lakhs only), along with the bids, which shall be paid in the form of a Bank Guarantee (BG) or Demand Draft (DD) drawn in favour of "**Transport Commissioner, Chhattisgarh State**" issued by nationalized or scheduled banks, payable at Chhattisgarh as per the format given in [Annexure17](#)
- b. **Submission:** The original DD or BG shall be submitted as per the bid submission process detailed in section 2.9.
- c. **Time of submission:** The EMD (BG / DD) has to be submitted along-with the technical bid documents)
- d. EMD of non-successful bidder will be discharged / returned as promptly as possible. No interest shall be payable on the EMD whatsoever.
- e. The EMD shall be kept valid through the Bid Validity Period.
- f. Prior to expiry of the original EMD and Bid validity Period, TDC may request the Bidders to extend the period of validity of both EMD and Bid for a specified additional period. The Bid of any Bidder refusing to extend validity as requested shall not be considered, and its EMD shall be returned within 30 (Thirty) days (with no interest). A bidder agreeing to the request will not be allowed to modify its bid but would be required to extend the validity of its Bid and the EMD, till the extended period and comply with all clauses of this document in all respects.

- g. Successful Bidder shall extend the validity of the EMD till the submission of the PBG.
- h. **The EMD may be forfeited:**
 - a. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - b. If a bidder submits a non-responsive bid or any other conditions as per “Rejection Criteria” under Instructions to Bidders.
 - c. In case of a successful bidder, if Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time and as per [Annexure 6](#).
 - d. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - e. During the bid process, if any information found wrong / manipulated / hidden / false / mala fide in the bid.
 - f. During the bid process, if a Bidder indulges in any kind of corrupt or fraudulent practices as defined in clause 4.10 under “Terms and Conditions” or any other coercive, undesirable or restrictive practice.
- i. The decision of the TDC regarding forfeiture of the EMD and rejection of bid shall be final.

2.8. Rejection Criteria

Rejection criteria are applicable during any stage including evaluation of bids, award of contract, or execution of contract etc. TDC will determine whether each bid, bidder and the execution is as per the requirements, terms and conditions of the RFP Document. TDC reserves the right to take necessary action as per below

- A. Following are the criteria for which Bidder’s bid shall be rejected and shall not be considered for further evaluation, and award of contract.**
 - i. The Tender Fee is not paid.
 - ii. Bid does not contain the information and documents as requested in the RFP Document.
 - iii. Bid does not contain information in formats specified in the RFP Document.
 - iv. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document;
 - v. Bids are not received within the prescribed time and date for receipt of bids.
 - vi. Bidders not complying with the Eligibility Criteria given in this RFP
 - vii. There is multiple bidding.
 - viii. Bids are not submitted with power of attorney/board resolution.
 - ix. There are inconsistencies between the Bids and the supporting documents & the Bidder fails to provide clarifications related thereto, when sought.
 - x. Scanned copy of BG/DD towards EMD is not uploaded as a part of Key Submission and/ or is physically not submitted within the timeline specified in the RFP.
 - xi. The details of the DD/BG instrument, physically sent, does not tally with the details available in the scanned copy and the data entered during bid submission time.
 - xii. A Bid that is not substantially responsive is one that does not conform to the preceding requirements and have material deviation or reservation.

A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, performance of the Project, or
- b. which limits in any substantial way, TDC's rights or the Bidder's obligations under the resultant Contract Agreement, or
- c. which is substantially inconsistent with the RFP Document, or
- d. which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids

B. Following are the criteria for which Bidder's bid shall be rejected and shall not be considered for further evaluation, and award of contract, as well as EMD may be forfeited at the sole discretion of TDC

- i. Bids mentioning Bid validity less than 180 days.
- ii. Bidder requesting for modification or withdrawal of bid post last date (deadline) of submission of bids.
- iii. Bid is found to include commercials in the technical bid (Envelop A and Envelop B) and / or Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iv. Bidder's failure to Agree with the Terms and Conditions of the RFP, after submission of the bid
- v. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender, after submission of the bid
- vi. Successful Bidder has breached the "Breach Level" as per the Service Level Agreement.

C. Following are the criteria due to which Bidder's bid shall be rejected and not be considered for further evaluation and award of contract and the EMD shall be forfeited.

- i. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the RFP Process
- ii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- iii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification as clause 4.10 under "Terms and Conditions".
- iv. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements. In such case, EMD of the bidder shall be forfeited.
- v. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Agreement within the prescribed time

Rejection and disqualification of bids or bidder and forfeiture of EMD due to above cited reasons will be at the sole discretion of TDC. Decision of the TDC shall be final and binding on the Bidder /Successful Bidder. The decision of the TDC regarding forfeiture of the EMD and rejection of bid shall be final and binding.

2.9. Submissions of Bids

☐ A complete set of tender documents is available at <http://www.cgtransport.gov.in> for viewing and download. All the notification & detailed terms and conditions regarding this tender notice hereafter will be published online on <http://www.cgtransport.gov.in>. The guidelines to download the tender documents

- The tender fee shall be non-refundable.
- All the pages of the Bid must be sequentially numbered and should be indexed properly. Any deficiency in the documentation may result in the rejection of the Bid. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than that in the hard copy as prescribed in this RFP. Late bids i.e. bids submitted beyond the prescribed deadline of submission, shall not be accepted.
- The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid should be submitted in four covers as mentioned below:

Cover Number	Cover Name	Content	Number of Copies
One	Label containing "EMD", RFP Name and Number, Bidder Name and Cover Number	Letter of Authorization, EMD (Original documents to be submitted).	1 in Original
Two	Pre-Qualification bid with the label containing "Pre-Qualification bid", RFP Name and Number, Bidder Name and Cover number	Pre-Qualification bid as per Section 2.15 along with the required supporting documents.	Two Printed Copies (1 Original and 1 Copy) and 1 Soft Copy in DVD
Three	Commercial bid with the label containing with "Commercial bid", RFP Name and Number, Bidder Name and Cover number and "CONFIDENTIAL"	Commercial Bid as per Annexure 14	1 Printed Copy in original
Four	Outer Cover with the label containing, RFP Number, Bidder Name, "Proposal for <RFP Name and Number> and "DO NOT OPEN BEFORE <Bid Opening Date and Time>, Bidder Name and Address	Cover 1,2,3	N/A

- The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.
- The Bidder should try to submit the Bid well before the last date and hence to avoid any

inconvenience at the last moment. The Bid submission date and time are mentioned in the “Bidding Data Sheet”, Volume 1 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time.

2.10. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids, shall be written in English language. In case of any printed literature is being submitted by the Bidder in any other language, it shall accompany an English translation of such document, and in such cases for purposes of interpretation of the bid, the English translation shall govern.

2.11. Bid Submission Format

The entire Bid shall be strictly as per the format specified in this RFP document. Bids with deviation from this format are liable for rejection.

2.12. Clarifications

To assist in the process of evaluation of Bids, the TDC may, at its sole discretion, ask any Bidder for clarification on its Bid submitted. No change in the substance of the Bid would be permitted by way of such clarifications. Any such correspondence shall be by email only to .

2.13. Modification or Withdrawal of Bids

The Bidder may modify or withdraw its bid before last date and time of bid submission on the e-tendering website. No bid shall be modified or withdrawn by the Bidder after the last date and time of bid submission. Withdrawal of bid during the intervening period between the last date & time of bid submission date and expiration of the Bid Validity Period may result in forfeiture of the EMD.

2.14. Evaluation of Bids – Quality and Cost Based Selection (QCBS)

The TDC shall appoint a Tender Evaluation Committee (TEC) to scrutinize and evaluate the technical and commercial bids received. The TEC will examine the Bids to determine whether they are complete, responsive and whether the Bid format conforms to the RFP requirements.

This tender is based on the Quality and Cost Based Selection (QCBS) based on highest of Composite Score Bid for the technically Qualified Bidders. To participate in the Commercial

Evaluation Process, the Bidders are required to secure at least 70 marks out of 100 in the Technical Evaluation and also qualify in the sample testing.

- a. **Pre-Qualification Evaluation:** After opening of the bids received (pre-qualification bids), the bidders will be evaluated against the Pre-Qualification criteria set out in the RFP. Technical evaluation of only such bidder will be undertaken that qualify in the pre-qualification criteria.
- b. **Technical Evaluation:** After Pre-Qualification Evaluation, the Technical Bids will be opened and evaluated against Technical evaluation Parameters explained in the RFP. On completion of the evaluation, the TEC shall submit a report with Technical Score of each Bidder and recommendations to the approving authority. Bidders securing at least 70 marks out of 100

marks will be qualified for sample testing.

- c. **Sample Testing:** Sample set PC cards of bidders securing at least 70 marks out of 100 marks in technical evaluation shall be sent for Laboratory testing to the Government approved Laboratories samples cards will be sent by TDC . The department shall technically qualify only those bidders ,whos cards are 100% Polycarbonate without any adhesive in Sample set are found as per the specifications mentioned under MoRTH notification no. G.S.R. 174(E) dated 01.03.2019 accessed at <http://egazette.nic.in/WriteReadData/2019/199228.pdf>. Commercial envelope of only those bidders who are qualified in Technical Evaluation and whose sample set of PC cards are found as per the specifications mentioned under the MoRTH notification and approved by the laboratory shall be opened by the TEC
- d. **Commercial Evaluation:** After the evaluation of the technical bids (scoring at least 70 marks out of 100) and sample testing, The TEC shall evaluate the commercial bids of the technically qualified bidders. On completion of the evaluation, a report of Commercial Bids, Technical Score of all the technically qualified bidders (along with the laboratory testing report) and composite score shall be submitted to approving authority along with recommendations.

2.15 Pre-Qualification Criteria

This invitation for bids is open to bidders who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding as per the criteria mentioned in the RFP. The bidder shall submit all the documents as mentioned below and additionally other documents as necessary. Only bids qualifying the criteria below would be eligible for further technical evaluation.

Sr. No.	Criteria	Documents Required
1.	Legal Entity: The bidder should be a company registered under Indian Companies Act, 1956/2013 as amended from time to time and shareholding of more than 51% with Indian companies or Individual	<ul style="list-style-type: none"> • Copy of Certificates of incorporation • Articles of Association (AOA) or Memorandum of Association (MoA) <ul style="list-style-type: none"> • Statement of shareholding Patterns
2.	Financial: Average Turnover – similar work The average annual turnover of the bidder should be at least Rs. 25 crore from manufacturing/ supplying, and printing PC/PVC/PetG cards(only cards) in India for the last three financial years	<ul style="list-style-type: none"> • Certificate from Statutory Auditors • Copy of Audited Financial Statements • Details mentioned in format as mentioned in Annexure 18
3.	Financial: Net Worth The bidder shall have Positive Net worth in the last three financial years Net Worth to be calculated as per Companies	<ul style="list-style-type: none"> • Certificate from Statutory Auditors • Copy of Audited Financial Statements • Details mentioned in format as

	Act1956/2013, as amended from time to time	mentioned in Annexure 18
4.	<p>Technical Capability:</p> <p>The bidder should have an experience of manufacturing/supplying, and printing of at least 50 Lakhs PC/PVC/PetG cards, during the last 3 financial years in Government (State/Central) / Semi Government/ Corporation / PSU / PSU Banks in India.</p>	<ul style="list-style-type: none"> • Copy of the work order along with copy of the contract agreement mentioning the relevant Scope of Work and Project value • Completion Certificate OR <p>In case of an on-going project, a partial completion certificate from the client on the client's letter head with project completion value matching the required criteria. Details of the projects should be mentioned in the format</p>
5.	<p>Tax registration and clearance</p> <p>The bidder must have a valid:</p> <ul style="list-style-type: none"> • GST Registration Certificate Income Tax Registration, PAN 	<ul style="list-style-type: none"> • Copies of relevant Certificates of Registration
6.	<p>Mandatory Undertaking</p> <p>The bidder should not have been blacklisted by any Government (State/Central) / Semi Government/ Corporation / PSU / PSU Banks in India at the time of submission of the bid</p>	<ul style="list-style-type: none"> • A Self Certified letter on company letter head by authorized signatory as per Annexure 7
7.	<p>Certification</p> <p>The bidder must have following certificates, which shall be kept valid till the expiry of contract:</p> <ol style="list-style-type: none"> 1. ISO 9001:2015 2. ISO 14001:2015 3. ISO27001:2013 	<ul style="list-style-type: none"> • Self-attested copy of the certificates
8.	<p>Additional requirement from the bidder to qualify in the Pre-qualification criteria:</p> <ul style="list-style-type: none"> • Board Resolution authorizing a person from Bidder or Power of Attorney to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid as per format in Annexure 13 • Self-Declaration as per Annexure 8 • Earnest Money Deposit (EMD) as per 	
9.	The bidder has to submit 15 DL and 15 RC 100% Polycarbonate cards without any	

	adhesives as sample cards. These sample cards will be benchmarked for the entire project lifecycle (if the bidder is selected) and any deviation may lead to termination of the contract.
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Any bid failing to meet the above eligibility criteria shall be disqualified and will not be considered for Technical Evaluation.

The bidder should on its own meet the technical experience as stipulated in RFP and should not rely on meeting the technical experience criteria on its parent, subsidiary, co-subsidiary, associated or other related entity.

(Note: Manufacturer of PC cards shall provide MAF to only one bidder for participating in this RFP. If the bidder is itself manufacturer of PC cards, then manufacturer cannot provide MAF to another bidder bidding in this RFP. In case if manufacturer authorize more than one bidder for this RFP, bids with the same manufacturer will be rejected)

2.16 Technical Evaluation

After Pre-Qualification Evaluation, the Technical Bids will be opened and evaluated against Technical Qualification Parameters explained in the RFP. The **Total Technical Score (TS)** will be calculated out of 100 Marks, and shall be evaluated as per the table provided, and the bidder scoring at least 70 marks shall be considered for sample testing of PC cards.

#	Technical Evaluation Parameter	Max. marks
1.	<p>Financials: Bidder's Average Annual Turnover: The average annual turnover of the bidder should be at least Rs. 25 crores from manufacturing/supplying, and printing PC/PVC/PETG cards (Only Cards) in India in the last three financial years <u>Average annual turnover:</u> <25 crore = Disqualified >=25 crore and <50 crore = 10 marks >=50 crore and <100 crore = 15 marks >=100 crore and <150 crore = 25 marks >=150 crore = 30 marks (Provide details in Annexure 18)</p>	30
2.	<p>Financials: Bidder's Net Worth The bidder shall have Positive Net Worth in the last financial year <u>Bidder's Net worth:</u> < 0 crore = Disqualified >= 0 crore and < 2 crore = 5 marks >=2 crore and < 5 crore = 10 marks >=5 crore = 15 marks (Provided details in Annexure 18)</p>	15

3.	<p>Technical Capability: The bidder should have an experience of manufacturing/supplying, and printing of at least 50 Lakhs PC/PVC/PETG cards, during the last 3 financial years in Government (State/Central) / Semi Government/ Corporation / PSU / PSU Banks in India.</p> <table border="1" data-bbox="261 384 954 617"> <thead> <tr> <th>Number of Cards</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td><50 Lakhs</td> <td>Disqualified</td> </tr> <tr> <td>>=50 Lakhs and <1 Crore</td> <td>10 marks</td> </tr> <tr> <td>>= 1 Crore and <1.5 Crore</td> <td>20 marks</td> </tr> <tr> <td>>=1.5 Crore</td> <td>30 marks</td> </tr> </tbody> </table>	Number of Cards	Marks	<50 Lakhs	Disqualified	>=50 Lakhs and <1 Crore	10 marks	>= 1 Crore and <1.5 Crore	20 marks	>=1.5 Crore	30 marks	30
Number of Cards	Marks											
<50 Lakhs	Disqualified											
>=50 Lakhs and <1 Crore	10 marks											
>= 1 Crore and <1.5 Crore	20 marks											
>=1.5 Crore	30 marks											
4.	<p>Bidder's Experience: Printing Experience</p> <p>The bidder should have an experience in printing of Polycarbonate cards through Laser Engraving personalization Technology to transport Department of any State or UT for DL and RC Cards . If no experience- 0 Marks If experience of any state/UT- 15 Marks</p>	15										
5.	<p>Manufacturer Details: The bidder is a manufacturer of PC cards, have manufactured and supplied at least 10000 PC cards to any Government (State/Central) / Semi Government/ Corporation / PSU Bank in India in the last three financial years: If not a manufacturer = 0 Marks If a manufacturer = 10 Marks</p> <p>(Provide details in Annexure 19)</p>	10										

2.17 Commercial Evaluation

- a. The Commercial Bids of all the technically qualified bidders, (i.e. bidders securing at least 70 marks out of 100 in technical evaluation) and of the bidders whose PC cards are found as per the specifications mentioned under MoRTH notification and approved by the Laboratory will be opened on the prescribed date in the presence of all such bidder representatives.
- b. The commercial Bids format shall be as per [Annexure 9](#).
- c. After opening of the Commercial Bids of Bidders qualifying in technical qualification criteria and sample testing, the TEC shall calculate Composite Score for each Bidder, as detailed below. On completion of the evaluation on Quality and Cost Based Selection (QCBS) Approach, a report of Commercial Bids, Technical Score (along with the same testing report) and Composite Score of all the technically qualified bidders shall be submitted to TDC along

with recommendations.

- d. The bid price inclusive of all cost but excluding all the statutory government taxes and levies.
- e. Bidder with the highest “Final Composite Score (FCS)” will be declared H1 i.e. the successful bidder.
- f. The bidder with subsequent highest “Final Composite Score (FCS)” will be considered as H2, H3, and so on.
- g. In case of successful bidder getting rejected (fails to perform the duty up to the satisfaction of the TDC), disqualified, or not agreeing to undertake the project for any reason, H2 bidder may be offered to match H1 bidder’s Commercial Bid.
- h. If H2 bidder fails to accept the offer or gets rejected or disqualified, then the same offer maybe given to the next higher bidders in the order of sequence, i.e. H3, H4, H5, and so on.
- i. On the declaration of a Successful Bidder, TDC shall issue a Letter of Intent (LoI) to the Successful Bidder.
- j. Successful Bidder shall submit Letter of Acceptance (LoA) on receipt of LOI from TDC as per the timelines defined in the RFP.
- k. If commercial bids received are deemed as exceptionally higher than the prevailing market rates, TDC may reject one or all the bids and/or annul the bidding process.

2.18 Commercial Score

Commercial envelope of only those bidders who has obtained minimum 70 marks in Technical Evaluation (along with qualifying sample testing report) shall be opened by the department. Each of the Commercial bids shall be evaluated on a score of 100 points on the basis that points obtained are inversely proportional to the Price quoted and vice- versa. The methodology of scoring will be as follows:

Bidder Commercial Score = $\frac{100 * (\text{Total Commercial Quote of the Lowest Quote Bidder})}{(\text{Total Commercial Quote of the Bidder})}$

2.19 Final Composite Bid Score

The Technical bid shall have a weightage of 70% in the overall evaluation of the bid and the Commercial bid shall have a weightage of 30% in the overall evaluation.

Total Score = 0.7 * Bidder’s Technical Score + 0.3 * Bidder’s Commercial Score

- a. The final evaluation shall be done by the department and the decision taken by the department shall be final & binding.
- b. Bidder securing the highest “Final Composite Score (FCS)” will considered as successful bidder and be preferred for the award of contract.
- c. In the event of two or more bidders securing exactly the same Final Composite Score (FCS), then TDC reserves the right to declare the bidder whose Technical Score (CS) is highest, among the bidders who have secured exactly the same composite score as preferred bidder.
- d. In event of two or more bidders securing exactly same composite score as well as secured exactly same Commercial Score (CS), TDC reserves the right to call for Re-Bid from only such

bidders. Such Re-Bid shall only be for Commercial Bids. However, such revised quotes shall not be greater than the prices earlier quoted by the bidders in tie.

- e. Within the bid validity period and before signing of the contract, if the successful bidder fails to perform the duty up to the satisfaction of the TDC as mentioned in the RFP, or is disqualified or not agreeing to undertake the project for any reason, the second ranked Bidder shall be kept in reserve and maybe invited in case the first ranked Bidder withdraws, or fails to comply with the requirements. Second rank bidder shall match the price whichever is low between his quoted price or price quoted by first rank bidder.

2.20 Sample Testing

- The department shall send a sample of PC cards of technically qualified bidders, for laboratory for Material testing of 100% polycarbonate card without any adhesive before commercial bid opening, to the Government approved laboratories.
- The department shall test PC cards as per the specifications mentioned under MoRTH notification. It is the responsibility of successful bidder to comply with the specification mentioned as per the MoRTH notification.
- The charges for laboratory testing shall be borne by the bidder. Bidder shall be intimated regarding the at actual charges of Laboratory testing at the time of submission of sample set.
- On the date of Technical bid opening, the department shall inform the bidders about the date and time for submission of the Sample set of PC card and Only after intimation received by the department, bidder shall submit Sample set of PC card. The department reserves right to summarily reject the bid of the bidder fails to submit the samples and charges of Laboratory testing as per the date and time of intimated by the department.
- The department shall technically qualify only those bidders whose all items included in sample set of PC cards are found as per the specifications mentioned under MoRTH notification and approved by the Laboratory.
- The department may test a set of PC cards, every year(10 RC& 10 RC), to check if the printed cards comply with the required specifications (MoRTH notification), during the contract period.
- The charges for laboratory testing, whenever done, shall be borne by the successful bidder.

2.21 Project Timelines

The implementation and commencement of operations of the CCPC (Centralized Card Printing Center)and RTO shall be done as per the timelines mentioned below. The timeline for each of the processshall be as mentioned below, and be strictly adhered to, by the Successful Bidder.

Timelines for Implementations

#	Key Deliverables	Timeline (days)
1	Issue of Letter of Intent	T ₁
2	Submission of Letter of Acceptance	T ₁ + 5

3	Signing of Contract and Submission of PBG	T ₁ + 10
4	Allocation of premises for CCPCs by TDC post signing the contract	T ₂
5	Submission of "Project Planning and Documentation" including "Proposed Physical Layout Plan"	T ₂ + 15
6	Delivery of all Hardware/ software/ network component as specified in Annexure 2 and Annexure 3	T ₂ + 60
7	Demo Run at each CCPC and commencement of operations by Successful Bidder at CCPC and 28 RTO locations for LL printing	T ₂ + 75
<p>CCPC Commissioning: User acceptance Certificate (Annexure 15) will be given only after completion physical furniture procurement, installation and commissioning of hardware, software, and associated physical infrastructure at respective CCPC offices. Bidder shall give demo of printing at least 50 Cards at CCPC to get the User acceptance Certificate for the respective facility.</p>		

- In case these timelines are not met, the penalties would be imposed on the Successful Bidder to the extent of the termination of the contract and the forfeiture of the PBG as deemed fit by the TDC.
- Commencement of Project shall be marked from the Date of Signing of the Contract.
- Printing and payment of RC cards and DL cards at CCPC will commence only for location where User Acceptance Certificate, from respective RTO office regarding commissioning as per [Annexure 15](#), has been received.

2.22. Bidding Documents

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents 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 the bid. Any additional documents required to support the bidder's bid shall be submitted along with key submission documents.

2.23. Deadline for Submission of Bids

Bids must be received on or before the date specified in the Notice Inviting Tender. The dates mentioned in the schedule for bid submission of the documents are to be complied with. TDC may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the TDC and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

2.24. Bid Validity Period

Bids shall be valid for acceptance for a period of 180 days from the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected by TDC as non-responsive. In exceptional circumstances, TDC 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. In the event of refusal of such request, such Bidder's bid shall not be considered and EMD shall be returned.

2.25. Clarification of Bids

During evaluation of bids, TDC may, at its discretion, ask the Bidder for any clarification of its bid. The request for a clarification and the response shall be in writing and no change substance of the bid shall be sought, offered or permitted.

2.26. Performance Bank Guarantee (PBG)

- i. On receipt of Lol, as per the timelines mentioned in the RFP, successful bidder shall submit the PBG of Rs.50,00,000 (Rs. Fifty lakh only) in the form of an irrevocable Bank Guarantee issued by a Nationalised or Scheduled Bank in favour of Transport Commissioner, Chhattisgarh State , as per the format set out in as per the format at [Annexure 6](#).
- ii. The PBG shall be from a Nationalized / Scheduled bank and opratable at Raipur(CG)
- iii. The Performance Bank Guarantee should be provided (Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee for a period of 126 months for an amount equivalent to 50 Lakhs.
- iv. The Successful Bidder may be asked by the TDC to extend the validity of PBG to ensure the Terms and Conditions of the Contract are met with and Successful Bidder is bound to accept the same.
- v. The PBG shall be discharged to the Successful Bidder, 6 months after successful completion of project after deducting penalties, if any. The project will be considered completed when successful bidder has discharged all of its obligations as per the terms and conditions of the contract.
- vi. The EMD submitted by the Bidder along with the bid, shall be returned to the successful bidder in exchange of Performance Bank Guarantee of Rs. 50,00,000(Rupees fifty lakhs Only). No interest shall be payable on the Earnest Money Deposit so returned.
- vii. No interest shall be payable on any PBG whatsoever.

The Performance Bank Guarantee shall be forfeited and encashed either wholly or partly, inter alia, in the following cases:

- i. If the Successful Bidder withdraws from the project midway during the project term,
- ii. If during the project term, there is any incident of gross professional negligence resulting into delayed service, or adversely affecting the quality of the work.
- iii. Any act or acts of the successful bidder which renders the project un-operational and TDC establishes enough reasons to forfeit the Performance Bank Guarantee.
- iv. Successful Bidder defaults on any conditions(s) laid in this document, or breach SLAs as defined in [Annexure 10](#) or violated of any provision of the Contract Agreement.
- v. Successful Bidder is found to have made misleading or false representation in the forms, statements and attachments submitted or attached to the bid, or,
- vi. The bidder is found indulging in corrupt or fraudulent practices as per clause 4.10 under Terms and Conditions of the RFP.
- vii. The bidder has to submit 15 DL and 15 RC Polycarbonate cards as sample cards during bid submission. These sample cards will be benchmarked and standardized for the entire project lifecycle (if the bidder is selected). Successful Bidder is found to have submitted below the standardized document.

2.27. Project Steering Committee

A Project Steering Committee (PSC) shall be formed by the Transport Commissioner, which shall be responsible for keeping track of the progress during the implementation phase of the project. Such PSC may comprise of officials from TDC, Government of Chhattisgarh, officials from testing agencies, experts, consultants or advisors, apart from the TDC officials.

2.28. The TDC's Rights to accept / Reject any or all Bids

The TDC reserves the right to accept or reject any bids, and to annul 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 the TDC's action. If bids received are deemed as exceptionally higher than the prevailing market rates, TDC may reject one or all the bids and/or annul the bidding process.

2.29. Transfer and Sub-Letting/sub-contracting

- ② Sub-contracting with prior permission of TDC, would be allowed for certain non-technical work like networking, physical movement of goods, civil, carpentry works, manpower , logistic, etc.
- ② The Successful Bidder shall ensure that he is solely implementing the project and can franchise/sublet/sub-contract the contract or any part of it to third party on own responsibility. It is the responsibility of bidder to complete the work. The Service Provider shall take prior written approval from TDC for sub-contracting any work, if not already specified in the proposal and approved by TDC. Also submit contracting document specifying scope of work.
- ② TDC reserves the right to terminate the contract and/or forfeit the PBG partially or in full if it has enough reasons to establish that bidder has not completed the work.

SECTION 3: SCOPE OF WORK

SECTION 3: SCOPE OF WORK - Centralized Printing of Registration Certificates and Driving Licenses

All services being offered by TDC related to vehicle registration, permits and Driving license are carried out on Vahan and Sarathi, developed by NIC and Transport Department. These services being provided to citizens through this application software. Some of the services are online where the citizens/dealers fill up the applications online and submit the documents in the RTO against the application number, if applicable. Other services, where online application facility is not currently available, the backend processing is also on Vahan and Sarathi. In some of the transactions like new vehicle registration, transfer of ownership, duplicate registration certificate, duplicate license etc. as listed in [Annexure 1](#), the output is in a card form. In some other cases like permits, learning license, etc the output is in paper form and only for Learning license Paper Form output will be in A5/A4 size 80GSM paper with Security features such as printed water mark, Invisible UV, Hologram and Bidder need to take Artwork approval before Printing . The Successful Bidder is required to print card or paper-based output for all driving license and Registration certificate related services as given in [Annexure 1](#), along with capturing of biometrics of the citizens for the relevant services.

The Successful Bidder shall procure and setup all the hardware, software, infrastructure including tables, chairs, etc. needed to set up a Centralized Card Printing Center (CCPC) for printing of PC based Registration Certificate card and driving licenses for all the services with card outputs, Raipur is the location for setting up the common CCPC for RC and DL related services. All printing and DL related services shall be performed at all RTO Locations across Chhattisgarh.

Note: The Polycarbonate DL/RC Card should be multi-layer card construction using pure Polycarbonate layer, fused(laminated) together with heat and Pressure without any kind of Glue or adhesive. Card body material including outer overlay shall be capable of personalization through Laser engraving. If Card is found with glue, then same will be rejected and it will lead to backlisting of the supplier.

3.1. Overview

The Successful Bidder is required to print registration cards and driving licenses for all the transactions, as mentioned in [Annexure 1](#).

3.1.1. Existing NIC Application Overview

3.1.1.1. Vahan

The process of application and processing of all vehicle related transactions including RC happens through NIC developed software Vahan. The software provides web-based access to application and processing of the same. Successful Bidder is required and expected to understand the application thoroughly and integrate the card printers with the NIC's Vahan application. TDC will support for understanding and integration with NIC. The software for printing of the cards will be provided through secured user-based interface to the Successful Bidder on Vahan's software.

3.1.1.2. Sarathi

All services being offered by TDC related to Driving License (DL) are carried out on web-based application Sarathi, developed by NIC. In sarathi web application citizens fill up the applications online along with the required documents. In some of the transactions like permanent driving license, duplicate driving license etc. the output is in a card form, whereas in other services like learning license, international driving permit (IDP), etc. the output is in paper form (refer annexure 1). The software for printing card/paper-based output is also developed by NIC.

3.1.2. Process at RTO and CCPC

3.1.2.1. Process flow for services

At RTO:

Upon receiving the application and the fees, the TDC shall process the application and will approve the same in Sarathi/Vahan System (if all documents are found valid).

The Successful bidder will print the necessary paper documents on security paper after approval of application in the system at RTO/ARTO/DTO office.

At CCPC:

1. The successful bidder will do the printing of PC based RC/DL card from Sarathi/Vahan application of the NIC.
2. The Successful bidder needs to print the PC based RC/DL card as per the given specifications within 3 working days post approval.
3. After printing, the Bidder shall handover to TDC designated courier service/Department of post within 2 working days post printing.
4. The Bidder shall prepare a software application integrated with postal service software (if any) for automatic dispatch and tracking of the dispatched DL.
5. The bidder shall provide platform the public to track status of application including dispatch status of the RC/DL card.
6. The software application shall present periodic and on-demand reports about number of applications processed and status.

Printing of the PC based RC/DL card shall be the responsibility of the Successful Bidder. Other than the above, there are other services as per Annexure 1, for which the citizen applies on Sarathi/Vahan portal and the further process is undertaken by the department and post approval, the output may be either in Paper/Card form. For all the services, the responsibility of capturing biometrics of the citizen (as applicable) at the RTO premises, printing of paper/card output of relevant services shall be of the Successful Bidder.

3.1.2.2. Process flow for DL and LL related services at RTO:

Process flow for LL and other related services (Change in particulars) on Sarathi portal:

1. Citizen applies online on Sarathi portal, books a date for LL test on Sarathi portal after payment of fee
2. Citizen visits RTO, RTO official verifies documents and application.

3. Citizen is directed to Biometrics counter for capturing picture and signature.
4. Citizen appears for the test after verification
5. If the test result is PASS, LL is printed and handed over to citizen.

Out of the above process the responsibility of handling biometrics counter (capturing biometrics of the citizen) and printing of LL shall be the responsibility of the Successful Bidder.

The process of DL service at RTO is given below:

1. The Citizen applies for DL test on Sarathi portal and pays the fee for the same.
2. The Citizen appears for the driving test, conducted by the concerned office.
3. Once the applicant clears the driving test, the application for DL is approved, the Successful bidder needs to print the DL at CCPC as per the given specifications.

The Biometrics are captured for services like Learning License, Conductor's Badge and in case of Change of particulars in DL (photograph /signature) or any other service as decided by transport commissioner.

3.1.3. Integration with Vahaan, Sarathi and other TDC applications

The concessionaire will ensure coordination with NIC for integrating his system with VAHAN & SARATHI applications to carryout following tasks :

- a. There is a provision in VAHAN and SARATHI to generate files containing details for printing Card Registration Certificate (RC) and Driving License (DL) cards . The concessionaire should provide an application which can import details from the generated files to print card RC and DL cards. In case of RC, the file generated would contain records in the sorted order. While printing cards through the concessionaire application it should be ensured that the order of printing is maintained as in the generated file)
- b. The bunching/bundling of cards should be in the sorted order of Registration Numbers to enable pairing of right cards with the address slips generated later at dispatch stage. This is required for ease of pairing card and address slips as the address slips are generated by the system in the sorted order of Registration Numbers.
- c. The concessionaire will provide suitable module/application to generate daily dispatch report in a format suggested by the Postal authorities. The input for such report will be provided by NIC in excel/CSV format.

Whatsapp and SMS Integration:

The Bidder's Application must be integrated with whatsapp business services and SMS gateway. The system must share regular status updates to the citizen such

- Application is approved by the competent authority
- Card Printing in progress
- Card is dispatched along with India post tracking number

The successful bidder may be required to perform an integration with other applications of the TDC.

3.1.4. Successful Bidder's Responsibility

Following scope of the service shall be responsibility of the Successful Bidder for entire project period. The successful bidder will undertake the following to undertake centralized printing of RC and DL:

IT Infrastructure /Hardware/Software:

- a. Hardware:** The Successful Bidder shall procure, install, configure the required hardware, for successful conduction of the activities as defined in the RFP and maintain the same at his own cost. The details of the hardware and equipment etc. to be provided by the Successful Bidder shall be as per specifications mentioned in [Annexure 3](#). Indicative total number of hardware shall be as per [Annexure 2](#). The specifications and number of hardware as given in [Annexure 2](#) and [Annexure 3](#) are the minimum acceptable requirement, successful bidder shall be responsible to maintain additional quantities of similar or higher specifications so as to meet the SLA requirements as defined in the RFP at all times.
 - i.** The Successful Bidder shall procure, install, commission of all the required hardware including computer systems, Card Printers, UPS etc.
 - ii.** The quantity and specifications of such hardware shall form part of **Project Planning and Documentation** shall be approved by the TDC. However minimum required quantity and specifications shall be as per [Annexure 2](#) and [Annexure 3](#) respectively. The Successful Bidder shall provide hardware to meet the SLA requirements throughout the contract period.
 - iii.** All the hardware so deployed shall be new and shall be of a reputed make. The desktop should be from the IDC top 5 OEMs as per the latest quarterly report as on date of publishing of the RFP and meet the specifications as per [Annexure 3](#) as a part of Project Planning and Documentation.
 - iv.** Uninterrupted Power Supply (UPS)
 - The Successful Bidder shall provide UPS (Uninterrupted Power Supply) backup of required capacity at each CCPC to ensure provision continuous operations in event of power failure.
 - The UPS shall be as per minimum technical specifications as mentioned in [Annexure 3](#).
 - All the computer systems, printers etc. shall have a backup of power through UPS
 - v.** Insurance
 - The Successful Bidder shall insure the entire hardware and infrastructure deployed at the RTOs for the entire duration of the contract against vandalism, theft, fire, lightening, earthquake or any other unforeseen conditions.

b) Software

The process of online applications and approval by the TDC and subsequent printing of DL shall be done through the software system of NIC. The successful bidder has to provide software application for other additional tasks which may be required to supplement the working of the intended system.

The successful Bidder shall provide software application fulfilling the given functionalities but not limited to the same.

- i. Software for smooth functioning of internal processes like recording number of DLs processed, receiving of pre-printed stationary at printing centers and their consumption
- ii. Software application for dispatch management of the printed DLs to the applicant's address
- iii. Tracking of status of dispatched DLs
- iv. Periodic and Ad-hoc reports with customizable data fields.
- v. User management with defined roles and responsibilities and access control

The successful bidder shall procure an SLA Management Tool, as per the project requirements listed in the RFP. The reporting and monitoring format shall be provided in the SLA monitoring tool, for CCPC and RTO/ARTO/DTO location to share the information pertaining to the SLAs mentioned in the RFP. The SLA monitoring tool shall provide a detailed and exhaustive output on all the SLA parameters mentioned in the RFP(Annexure 10), for the department to take cognizance of the non-compliance of the SLA parameters, if any.

Non-IT Infrastructure

- ❑ The infrastructure required for the execution of the project such as table, chair, UPS power backup, etc. shall be responsibility of the Successful Bidder as per annexure 2 and annexure 3.
- ❑ Successful bidder shall ensure seating arrangement to the citizen visiting for LL services in waiting area of RTO premises as annexure 2 and 3. For RTO locations, arrangement for seating of 10 persons shall be done and for DTO/ARTO locations, seating arrangement shall be done for 5 persons.
- ❑ The Successful Bidder shall also be completely responsible for the utilities bills like electricity at CCPC locations and for the timely bill payments of the utilities by the concessionaire.
- ❑ The Successful Bidder shall provide and setup furniture minimum as per quantity specified in Annexure 2 and of the minimum specifications mentioned in Annexure 3.
- ❑ The physical locations and space for the setup for the services mentioned in this RFP shall be provided by TDC at later date to Successful Bidder. Such location will be provided by the TDC rent-free at 29 RTO offices in Chhattisgarh, the address list of these is available on the department's website. However, TDC reserves the right to change the location to any other location which may be informed to the successful bidder prior to commencement of project.
- ❑ The Successful Bidder shall be responsible for any interior improvement, electric works and passive works like laying network, adding additional switch boards, etc at the CCPC and RTO/ARTO/DTO locations as per the requirement to establish the minimum required infrastructure as per the RFP and Department will provide Adequate space with civil construction and basis needs like Flooring, water and electricity connection.

b. Registration Certificate and Driving License Printing

- a. Successful Bidder shall setup a CCPC, and print the RC and DL, as per the specifications in the MoRTH notification G.S.R. 174 (E) dated 01.03.2019 and as amended from time to time. The successful bidder shall be responsible for pre-printing the static

component (including color) of cards, as per the MoRTH notification, and the dynamic part shall be printed through laser engraving at CCPC premises, as decided by the Department.

- b. The data source and the format of the Registration Certificate and Driving license shall be from NIC developed software Vahan and Sarathi.
- c. The successful bidder must do the application integrated with Vahan and Sarathi and data will be shared with successful bidder. The data exchange will be done through API. Password protected; user based secure access for the application will be provided by TDC in consultation with NIC.
- d. The CCPC setup shall be at the space in location provided by TDC rent free with electricity connection, flooring, water, ceiling and necessary civil construction to the Successful Bidder for the project period. The office shall be Raipur; however, the location may be subject to change at the sole discretion of TDC. Any such change in location shall be intimated to the successful bidder prior to commencement of project.
- e. The physical infrastructure, hardware, software and any other aspect required for setting up and maintaining the CCPC for the entire contract period shall be complete responsibility of the Successful Bidder.
- f. Card printer and manpower to manage the operations shall be deployed in adequate numbers so as to meet the SLA as defined in [Annexure 10](#).
- g. The card material print format and characteristics shall be strictly in conformity to the specifications stipulated in Annexure XI of MoRTH notification no. G.S.R. 174(E) dated 01.03.2019 and as amended.

d. Network Infrastructure:

The Successful Bidder shall provide the required internet services of minimum 10 Mbps connection at CCPC and RTO/ARTO/DTO location to run printing facility. It is the responsibility of the Successful Bidder to provide all the Network Infrastructure such as routers, switch and cable to ensure seamless connectivity in order to conduct their operations.

e. Physical Infrastructure and Utilities

For CCPC:

- The physical premise for CCPC for PC based registration cards (RC and DL), will be provided by the TDC, rent free with Adequate space, civil construction and basic Necessity like Flooring, ceiling, water, electricity connection etc to carry out Smooth operation for printing of PC card to the Successful bidder. The monthly utility bills for water and electricity (and other utilities if applicable) will be paid by the successful bidder.
- The furniture required for the execution of the project such as table, chair, storage units for the blank and printed cards and electrical equipment like electrical fittings, plugs, switches, MCBs, fans, lights, Air Conditioners, UPS power backup etc. at a centralized location shall be responsibility of the Successful Bidder.
- The Successful Bidder shall also be completely responsible for the utilities like electricity at the CCPCs locations
- Fire – fighting system shall be installed and maintained as per prevalent laws as

defined in the RFP

- The CCPC must be provided with CCTV surveillance cameras with storage for minimum 1-month data at any point in time.
- The Successful Bidder shall provide and setup furniture minimum as per quantity specified in [Annexure 2](#) and of the minimum specifications mentioned in [Annexure 3](#).
- Separate electric meter must be taken by the successful bidder at the finalized CCPC locations only. The utility charges and timely payment of the same shall be responsibility of the Successful Bidder for the identified CCPC only. The CCPC currently is proposed at Raipur. However, TDC reserves the right to change the location of CCPC to any other location which may be informed to the successful bidder prior to commencement of project. The total locations for CCPC however shall be restricted to one location only.

Setting up of Infrastructure at RTOs for decentralized LL/ paper-based output services:

- The driving license and related services offered by TDC are listed in annexure 1. The successful bidder shall be responsible for setting up all required infrastructure to enable these services as per clause 3.2.
- Minimum number of hardware / infrastructures required at each RTO and specifications shall be as per Annexure 2 and 3 respectively. In order to meet the SLA timelines, the number of IT/Non-IT infrastructure may be increased by the Successful bidder, if required, without any additional cost.
- For printing LL (and other services with paper-based output), a computer connected to the LAN, paper printer and paper reams along with a desk and chair for staff as per the specifications given in annexure 3, will have to be provided at each RTO.
- There shall be appropriate seating arrangement for the staff of Successful Bidder in the facilities at each RTO for smooth operation. TDC shall provide space to set-up such facilities at the RTOs.
- The data source and the format of the paper-based output like LL shall be fetched from Sarathi portal and the successful bidder shall be printing LL and other services output directly from the Sarathi application. Password protected user based secure access for the application will be provided by TDC in consultation with NIC.
- The Successful Bidder is required to maintain the stock of blank papers and other consumables in the tune of at least one month's stock for the respective RTO location, otherwise penalties as defined in SLA as per Annexure 10 shall be applicable.

g. Inclusion of New Sites

In case if new district is formed by Chhattisgarh government or new RTO/ARTO/DTO offices is started by CG transport department either for purpose of issuance of license or vehicles related services then concessionaire shall provide service and infrastructure in new offices also without charging to department.

h. Consumables:

- Successful Bidder shall also be responsible to supply all the consumables required for smooth functioning of the project such as preprinted card, paper and cartridges/ink etc. The Successful Bidder shall maintain an inventory adequate for minimum of three month's operation at any point in time.
- Other than the preprinted card, the Successful Bidder shall be responsible for making available all the consumables and any other goods / articles required for the hardware provided including but are not limited to:
 - New and original cartridges for printers (refilled cartridges shall not be used).
 - Any other item which is required for the successful execution and operation of the project.

i. PC based Cards

- Ministry of Road Transport and Highways has published the Notification No G.S.R. 174(E) dated 1st March 2019 - "Central Transport(Second Amendment) Rules 2019". In view of the said notification, the Certificate of Registration and driving license in the State of Chhattisgarh shall be (card without chip type in Form 23A and Form 7; the material of the card shall be Polycarbonate (PC) conforming to the specifications stipulated in Annexure XI of Central Transport Rules, 1989 as per G.S.R. 174(E) dated 1st March 2019. The notification can be accessed at <http://egazette.nic.in/WriteReadData/2019/199228.pdf>
- The Successful Bidder shall supply and print the cards in required quantities.
- PC Card should be multi-layer card construction using pure Polycarbonate layer, fused(laminated) together with heat and Pressure without any kind of Glue or adhesive. Card body material including outer overlay shall be capable of personalization through Laser engraving. If Card is found with glue, then same will be rejected and it will lead to backlisting of the supplier .
- The card specification print quality and testing specifications shall be as per guideline issued by MoRTH from time to time, and Successful Bidder shall adhere to it. The bidder has to submit 15 DL and 15 RC Polycarbonate cards as sample cards during bid submission. These sample cards will be benchmarked and standardized for the entire project lifecycle (if the bidder is selected). Successful Bidder is found to have submitted below the standardized document, may lead to contract termination, and forfeit of bank guarantee.
- **Warranty:** Successful Bidder shall provide a minimum contract period warranty on the supplied DL/RC cards, against any manufacturing or printing or other defects (Except in case of Mishandling and physical damage by the card holder). The Successful Bidder shall replace a defective or incorrectly printed cards at no cost to TDC or citizens anytime during the contract period . Any deviation in the type, format, material, specification of the cards shall attract penalties as defined in [Annexure 10](#) including termination of contract.
- The number of Card RC and DL to be printed per day shall be based on the data of the citizens (applicants) on day-to-day basis. The estimated quantity is as per [Annexure 1](#).

- The Successful Bidder is expected to estimate the requirement for the printers and the preprinted cards for the entire contract period of 10 years
- The Successful Bidder is required to maintain the stock of preprinted cards in the tune of at least one month's stock for the entire state of Chhattisgarh at CCPC, otherwise penalties as defined in SLA as per [Annexure 10](#) shall be applicable.
- The Successful Bidder may or may not be manufacturer of the cards. However, in case of non-manufacturer bidder, a mandatory undertaking as per [Annexure 8](#) shall be obtained duly signed by the authorized person of manufacture on the letter head of the manufacturer.
- The Successful Bidder shall replace a defective or incorrectly printed RC and DL card at no cost to TDC or citizens . Penalty may also be applicable as per SLAs in such cases.
- The Successful Bidder shall share make and model of the PC printers in advance to the TDC to enable configuration and integration with Vahan and Sarathi for printing of the cards.
- Successful Bidder shall conduct a demo to print at least 50 sample RC and DL card at CCPC until satisfaction of TDC for review as per the timelines mentioned in the RFP.

j. Maintenance: The Successful Bidder shall provide trained manpower to maintain the hardware, software and associated infrastructure at CCPC and RTO locations. The Successful Bidder shall also maintain the required uptime as per the SLA defined in the RFP of all the systems to ensure provision of quality services to the citizens shall be responsibility of Successful Bidder.

The maintenance and upkeep of all the physical infrastructure, hardware and software of the CCPC operations during the entire period of the contract shall be the responsibility of the Successful Bidder. The list includes all the above described hardware, software and physical furniture etc.

The maintenance services of systems shall include but not be limited to following activities:

- ☐ The Successful Bidder shall maintain minimum uptime for all the hardware, software and physical infrastructure as defined in SLAs as per [Annexure 10](#).
- ☐ The Successful Bidder shall carry out regular preventive maintenance of all the hardware and software, update anti-virus and scan the system for the same, keep the system up to date and clean, dusting and cleaning of physical interior and exterior body of the hardware and physical infrastructure etc.
- ☐ Such preventive maintenance shall be at least twice a year for all hardware and software for all RTOs and CCPC locations. Successful Bidder shall schedule maintenance in consultation with the department.
- ☐ During such maintenance and even other, if any fault, defect, error etc. is detected, the same shall be addressed immediately to not impact the operations. Successful Bidder shall carry out the necessary repairs and replacement of the spare parts or the complete hardware or physical infrastructure if required and / or if directed by TDC.
- ☐ The Successful Bidder shall maintain the adequate spares to compensate for any issues that may arise in the existing products during the project. Such repair, replacement,

maintenance shall be done by well trained, qualified service engineers only.

☐ Maintenance service for all the hardware, software, furniture etc. shall indicatively include

#	Equipment	Maintenance Service
1.	Desktop and Monitor	Remove dust, debris and foreign objects Clean and test keyboard, mouse and CD-R/W drive Clean and verify operations of the cooling fans Verify system operations and Clean the exterior Anti-virus update, system update, virus scanning and removal etc.
2.	Card Printer	Remove dust, debris and foreign objects Perform standard diagnostic test to ensure proper functioning of the ribbons, quantity of ink in the cartridge etc.
3.	UPS	Top-up battery fluid and Replace battering as and when exhausted Clean the interior and exterior of the UPS, especially for corrosion and heat damage Check operation of emergency power-off circuits and torque of power connections Tighten power connections Calibrate metering and protection functions
4.	Furniture and other support infrastructure	Dust and clean all the furniture regularly Check if all the components are in working and usable conditions Repair / replace broken or damaged components
5.	LAN Connectivity	Switch and router support. Resolution of any issues in providing internet facility.
6.	Camera/ Signature Slate/Lamination Machine	Remove dust, debris and foreign objects Perform standard diagnostic test to ensure proper functioning
7.	Air Conditioner	Regular maintenance
8.	Router	Regular Maintenance
9.	CCTV camera	Regular Maintenance
10.	Any other preventive maintenance activities as may be required	

- ☐ Successful Bidder shall deploy adequate number of manpower (as described in [Annexure 4](#)) in order to smoothly carry out the printing facility.
- ☐ The Successful Bidder shall be responsible for ensuring compliance to the provisions of applicable labour laws, EPF laws and other relevant laws.
- ☐ The Successful Bidder shall abide to pay the deployed staff, shall meet or exceed the minimum wages as per Minimum Wages Act 1948 and comply with labour laws of Govt. of Chhattisgarh.
- ☐ Manpower (except CCPC manpower) can be sub-contracted by Successful Bidder if required, only after prior approval of TDC. However, overall responsibility of the project delivery and entire liability including that of sub-contracted staff shall be of the Successful

Bidder. The successful bidder shall indemnify TDC from any claims, litigation or disputes from the deployed manpower (own or sub-contracted)

- However, the Successful Bidder shall ensure to deploy adequate manpower on a continuous basis so as to meet the timelines for service delivery, else penalties as per [Annexure 15](#) shall be applicable

k. Safety Requirements

- ☐ The Successful Bidder shall abide by the job safety measures prevalent in India and will free the TDC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Successful Bidder's negligence.
- ☐ Successful Bidder must ensure fitment and regular maintenance of safety equipment and measures like fire extinguishers, emergency exits and any other such safety measures recommended at the facility.
- ☐ The Successful Bidder shall pay all indemnities arising from such incidents and will not hold the TDC responsible or obligated.

l. Training and Knowledge Transfer Plans: Successful Bidder must train TDC's officials for basic troubleshooting of hardware, software provided by Successful Bidder.

m. SLA: The Successful Bidder shall ensure a system uptime for the specified time as defined in SLA, any deviation would attract penalty as defined in the SLA as per [Annexure 10](#).

n. Any other hardware/software/equipment as may be required for smooth functioning of the project as defined in the RFP.

o. Helpdesk – The successful bidder needs to provide a helpline number (at least 2 numbers, each from different service provider for redundancy, and number should be within Chhattisgarh area code) and it should be available during office working hours and must be sincerely answered. The bidder will provide a ticket number to all caller and the ticket number should be messaged (SMS) and whatsapp'ed to the caller.

p. Inspection of the Centralized Card Printing Center (CCPC), Cards and Printing Operations

- ☐ TDC reserves right to visit and inspect the CCPC facility before the commencement of the project and anytime during the entire project without any prior intimation to the Successful Bidder.
- ☐ The quality and standard of the registration cards shall remain constant during the entire contract period and shall also be checked periodically.
- ☐ Such inspection can be done by TDC and / or any third party hired by the TDC for the purpose.
- ☐ In case of any deviation to the expected and directed scope found, the Successful Bidder shall be liable for penalties as defined in [Annexure 10](#) including termination of contract and forfeiture of PBG.
- ☐ The Successful Bidder shall conduct periodic third-party quality checking of the cards randomly as directed by TDC, at its own cost and submit the test report confirming the quality specifications of the card as detailed in the RFP document.

q. MIS Reports

The Successful Bidder needs to develop a web-based MIS application which can provide

- i. Various summary MIS reports to the designated officials of TDC on a near real time basis.
- ii. The Successful Bidder must provide login id and password to the TDC officials to access the reports centrally.
- iii. Various reports need to be generated at various stages of the project as directed by TDC.
 - Daily, weekly, monthly and overall progress of printing of smart card - or any other report as required by TDC.
 - Capturing risk and issues during the project. The format, content, periodicity and other information related to reports shall be discussed and finalized with the successful bidder before the commencement of the project
 - The MIS application must be protected from various virus attacks, data theft, intrusion etc.
- iv. MIS handover reports for the India post must be provided by the successful bidder.
- v. The helpdesk report must be available from the helpdesk solution.

3.2. Project Planning and Documentation

The Successful Bidder shall plan the project implementation in detail and should provide a micro level view of the tasks and activities that they are going to undertake in consultation with the TDC. The Successful Bidder shall submit the specifications of the hardware and furniture proposed etc. as a part of Project Planning document. An indicative list of planning related documentation that the Successful Bidder should make is as per Annexure 11. Any changes recommended by TDC in the project planning and management document shall be incorporated and adhered to throughout the contract period.

3.3. Payment Schedule

- ② The Government prescribed fee inclusive of the quoted rates for issuance or replacement of Card RC and DL shall be collected by the TDC through Vahan and Sarathi or through any other mode if department decides.
- ② Payment for per Card as quoted by Successful Bidder shall be made by TDC to Successful Bidder within 3 working days on Daily Basis on number of RC and DL Card printed or as per the banking arrangement with the current bank. The Bidders are expected to quote rate of per unit price of PC Card considering all types of transactions. Such payment shall be made directly into the bank account (Only one Bank account) of the Successful Bidder only, inclusive of all the taxes. Successful Bidder shall be responsible for timely and accurate payment of all its applicable taxes to respective authorities.
- ② Amount of such payment to be made daily shall be calculated based on the actual number of cards printed. The payment to be made to the successful bidder shall be within 3 days from the date of printing of cards.
- ② In case of dispute regarding the imposition of penalty by the respective head of office, the successful bidder shall refer the matter to Transport Commissioner, Chhattisgarh State for resolution thereof within seven days of receipt of such notice from the concerned office. In case, the Successful Bidder fails to refer the matter as above within the specified time limits, it shall be presumed that the Service Provider agrees to pay the penalty as demanded.

- ❑ TDC shall raise demand notice for applicable SLA penalties on quarterly basis. Any penalties imposed on the Successful Bidder for non-performance as per SLAs shall be paid by the Successful Bidder on quarterly basis within 10 days of intimation of such demand. Any penalties imposed on the Successful Bidder for non-performance (as [per Annexure 10](#)) shall be recovered on a quarterly basis. Any additional penalty due, shall also be recovered from the PBG submitted by the Successful Bidder.
- ❑ In the event of deduction of penalty from the Performance Bank Guarantee, the Successful Bidder shall promptly recoup the Performance Guarantee by the amount so deducted within 7 working days from the date of intimation from TDC or the date of invocation of the Performance Guarantee whichever is later.
- ❑ It should be noted that all the above-mentioned penalties will be exclusive to each other.
- ❑ The decision of Transport Commissioner in this matter shall be final and binding on both the parties
- ❑ Printing of RC and DL cards shall begin as per timelines as mentioned in the RFP, however, payment for such printing shall commence only for offices where User Acceptance Certificate from such office regarding commissioning as per [Annexure 15](#) has been received by the TDC.
- ❑ If payment from applicant is collected by successful bidder then then government share to be transferred to government account/treasury within one working day (T+1) after receiving payment from applicant. Penalty as per guidelines of Reserve bank of India and finance department of Chhattisgarh will be imposed in case of delay in transfer of government share to government account/treasury .

3.4. Data Security and IP Rights

- The Successful Bidder shall ensure the TDC citizen data being taken digitally/ manually by the Successful Bidder at biometric counter or for printing RC, DL/LL shall be secured, using required data and network security components and applications, installed in all the firewalls, and desktop computers.
- Any physical documents of the TDC, citizen or any other stake holder related to the project shall not be taken out of RTO premises under any circumstances.
- Successful bidder shall not share Personal data of any citizen to anyone else without written permission from transport Commissioner. In case personal data of citizen is shared to anyone by successful bidder then penalty/legal action will be initiated as per IT Act.
-

3.5. Service Level Agreement

- ❑ This RFP, and any contract resulting out of this, shall be governed by Service Level Agreement (hereinafter referred to as SLA). The purpose of this SLA is to clearly define the performance levels for the Successful Bidder duration of this contract. Each of the service parameters has an associate level of performance, expected to be met by the Successful Bidder. There is also an associated penalty mentioned for not meeting the performance level. Detailed Service Level Parameters along with required performance level are at [Annexure 10](#). The Successful Bidder shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned the RFP.
- ❑ The Acceptance Testing and Certification agency shall verify the accuracy and completeness

of the information captured by the SLA monitoring system implemented by the Successful Bidder and shall certify the same.

- ② The bidder shall print the DL and dispatch the same within 3 working days to the address of the applicant. Failing which the bidder shall be liable to penalty mentioned in Annexure 10.

3.6. Successful Completion of the project

- a. Successful Bidder shall peacefully vacate all the premises provided by TDC for implementation of the project, leave all the hardware, furniture and any other equipment setup on as-is where-is basis after completion of the project duration.
- b. All the utility charges like Internet, power if pending must be cleared by the Successful Bidder.
- c. Transfer all hardware, software license, after clearing all liens and liabilities on any financial institute, if any. All documents regarding the discharge of such lien and liabilities shall be furnished to the TDC.
- d. The complete system including all the applications, etc. shall be property of TDC. Successful Bidder shall have no rights over the same, including the data generated by system.
- e. Successful Bidder shall ensure, all the login to any of the Successful Bidder's personnel shall be revoked, and all the physical access to premises or any other system has been revoked.
- f. Successful Bidder shall provide support for SLA monitoring Software under the scope of this project for the entire contract period, and 1-year maintenance thereafter.
- g. Any on-going maintenance activities shall be planned in such a way to ensure all such activities are completed on or before last day of the contract.

3.7. TDC's Responsibility

- a. Providing space/civil structure (rent free) to enable Successful Bidder to setup the Centralized Card Printing Center.
- b. NOC to the Successful Bidder for securing separate Electricity meters.
- c. Approving of "Proposed Physical Layout Plan" for CCPC.
- d. User Acceptance Certificate for each location (CCPC and RTO locations) as per [Annexure 15](#)
- e. Provisioning of restricted (need-based) login to Vahan and Sarathi system to access the required backend data or physical record, as the case may be.
- f. Providing support to the staff of Successful Bidder to understand the forms, procedures, Dos and Don'ts etc. related to Biometrics and printing of RC, DL/LL related services, Vahan and Sarathi portal and any other related processes as needed as per the scope of work of this RFP.

3.8. Inspection of the Set up established by the Successful Bidder at RTOs

- a. TDC reserves right to visit and inspect the Set Up established by the Successful Bidder at the RTOs before the commencement of the project and anytime during the entire project without any prior intimation to the Successful Bidder.
- b. The quality and standard of the driving license cards shall remain constant during the entire contract period and shall also be checked periodically.
- c. Such inspection can be done by TDC and / or any third party hired by the TDC for the purpose.

- d. In case of any deviation to the expected and directed scope found, the Successful Bidder shall be liable for penalties as defined in Annexure 10 including termination of contract and forfeiture of PBG.
- e. The Successful Bidder may conduct periodic third-party quality checking of the cards randomly as directed by TDC, at its own cost and submit the test report confirming the quality specifications of the card as detailed in the RFP document.

SECTION 4: TERMS AND CONDITIONS

SECTION 4: TERMS AND CONDITIONS

4.1. Successful Bidder's Obligations

The Successful Bidder is responsible for and obliged to conduct all contractual activities as defined in the scope of work in accordance with the Contract. The Successful Bidder is obliged to work closely with the staff of the TDC and abide by directives issued by them.

4.2. Intellectual Property Rights

A customized solution shall be developed for the project (such as software utility for data entry, Printing utility for cards, etc.), and all the rights related to the solutions shall be handed over exclusively to the TDC. The Successful Bidder shall handover the source code to TDC at the stage of commencement of Project. The Successful Bidder shall also submit all the necessary instructions for incorporating any modification/changes in the software and its compilation into executable / installable product. In case of software is a Commercial off the Shelf (COTS) product, the perpetual license needs to be in the name of Transport Commissioner, Government of Chhattisgarh, and the CD / DVD of the License and the Setup shall be handed over to TDC.

Deliverables provided to TDC by Successful Bidder during this project, all right, title and interest in and to such deliverables shall immediately upon creation, vest in TDC. To the extent that the Successful Bidder Proprietary Information (PI) is incorporated within the deliverables, Successful Bidder and its employees engaged grant to TDC a perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify / modified, transfer to TDC facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of TDC, of such Successful Bidder PI, TDC's rights pursuant to the preceding sentence include the right to disclose such Successful Bidder PI to 3rd party contractors solely for use on the project provided that all such 3rd party contractors execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by TDC.

4.3. Ownership of Data

While the Successful Bidder is responsible for the functioning and operation of printing facilities, the backend databases will be owned and maintained by the TDC themselves. TDC will be the owner of all data & transactions in any form either in electronic or physical form such as paper etc. Any other data of the SLA monitoring tool, reporting tools etc. shall belong to TDC.

4.4. Period of Contract

The term of this contract shall be for a period of Ten (10) years from the date of signing of resultant contract Agreement, unless it is otherwise terminated earlier, as per the terms and conditions of this RFP. Subject to satisfactory performance of the Successful bidder and at its sole discretion,

the Department reserves the right for extension of the contract beyond 10 years upto a maximum period of 3 years, with mutual agreed terms and conditions at the time of renewal of contract. Written communication will be given by the Department for extension which would be through addendum to the resultant contract and a new PBG for the extended period will need to be submitted by the bidder at the time of extension. At the time of extension, the department will review condition of all hardware/software and the technology obsolete and if so required successful bidder shall change the hardware as per instructions of department.

4.5. Penalty for delay or Violation of SLA

The Successful Bidder shall adhere to the Project Timelines under “Instruction to Bidders” of this document for completion of the Project and shall complete installation and commencement within specified period. In case of delay in execution of the project without any specific reasons, penalty as defined in SLAs shall be levied. The department may take decisions accordingly.

4.6. Taxes and Duties

Taxes and duties will be charged as per the prevailing rates at the time of supply of cards and the same will be paid to the successful bidder. The Successful Bidder is fully responsible for all its own tax related obligations to relevant tax authorities. In case of any change in prevalent Tax structure the same shall be borne by the TDC.

4.7. Termination

4.7.1 Termination for Default

The TDC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part:

- a) if the Successful Bidder fails to deliver any or all the goods or service within the specified period;
- b) If the Successful Bidder fails to perform as per the performance standards.
- c) If the Successful Bidder, in the judgment of the TDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) Serious discrepancy noticed in execution of the project with respect to terms and conditions of RFP and / or resultant Contract Agreement.
- e) Delay in delivery and commissioning of any or all goods and services beyond a period as mentioned in the Project Timelines.
- f) Breach by the Successful Bidder of any of the terms and conditions of the RFP and / or resultant Contract Agreement or SLAs.

4.7.2 Termination for Insolvency

In addition to all other rights or remedies provided for in contract or by law, TDC may terminate the contract in whole, but not in part, in the event that:

- (a) the other Party makes a composition with or assignment for the benefit of creditors;
- (b) the other Party becomes or is unable to pay debts as they fall due;

- (c) a trustee, liquidator, administrator or receiver (including an administrative receiver) or similar official is appointed with respect to the other Party or any substantial part of such Party's assets;
- (d) any action is taken by or against the other Party under any bankruptcy or insolvency laws or laws relating to the relief of debtors; or
- (e) the other Party is the subject of a winding-up petition which is not dismissed within five business days, or a resolution is passed for its winding-up.

The TDC may serve written notice on Successful Bidder at any time to terminate contract by giving written notice of one month in any of the above event. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TDC.

4.7.3 Consequences of Termination

In Circumstances mentioned above the TDC may exercise the following options:-

- a) Ask the Successful Bidder to leave the Hardware / Software and Furniture in the offices as is where it is & pay him the cost of Hardware and Furniture less the depreciation as per the Income Tax Act / Rules.
- b) Direct the Successful Bidder to take back the Hardware and without any additional compensation.

4.8. Change of Law

The provisions of this RFP are governed by applicable laws, sub-ordinate legislation, statute, rules, or regulations prevalent at the time of floating of this tender. In the event of any change in such applicable laws, sub-ordinate legislation, statute, rules, or regulations which necessitate modification in any of the provisions of this RFP, the TDC has a right and discretion to modify the provisions or terminate the tendering process altogether, without any obligations whatsoever.

In event of any change in applicable law, laws, sub-ordinate legislation, statute, rules, or regulations leading to change in requirements, processes w.r.t to the scope of this RFP including change in form's format, or procedure and format of issuance of Card Registration Certificate, driving license necessitating either change in terms and conditions and scope of work or termination of the contract, the TDC may do so by giving one month notice from the date of such change of applicable laws, sub-ordinate legislation, statute, rules, or regulations coming in to effect.

4.9. Corrupt or Fraudulent Practices

The Bidders, Successful Bidder and their respective officers, employees, agents and advisers shall observe the highest standards of ethics during tender submission, evaluation, contract execution and project implementation, operations for the entire contract period. Notwithstanding anything to the contrary, contained in this RFP, the TDC shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or

through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. For the purposes of this provision, the terms are defined as follows:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the TDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the TDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Intent or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the TDC in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence a procurement / selection process or an execution of a contract to the detriment of the TDC, 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 TDC of the benefits of the free and open competition.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person, participation or action in the Selection Process;
- d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by TDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

The TDC will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the said project. In such an event, the TDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security (EMD) or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the TDC for, inter alia, time, cost and effort of the TDC, in regard to the RFP, including consideration and evaluation of such Bidders Bids.

Without prejudice to the rights of the TDC under Clause above and the rights and remedies which the TDC may have under the LOI or the Agreement, if an Bidder or (Successful Bidder), as the case may be, is found by the TDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement or implementation of the project, such Bidder or Successful Bidder may not be eligible to participate in any tender or RFP issued by the TDC during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the TDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.10. Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of war, either in fires, floods, strikes, lock-outs, pandemics and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Transport Commissioner, Transport Department, Government of Chhattisgarh, in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by the Transport Commissioner in writing, the Bidder shall continue to perform it's 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 event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Transport department, Chhattisgarh and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

4.11. Non-disclosure Agreement

Each resource of the Successful Bidder associated with this project will have to sign the Non-Disclosure Agreement (NDA) with the Successful Bidder. Successful Bidder shall sign an NDA with TDC as per attached format of NDA as per [Annexure 12](#). The copies of all the NDAs must be submitted to TDC as a part of "Project Planning and Documentation".

4.12. Liquidated damages

In the event of delay or any gross negligence, for causes attributable to the successful bidder in meeting the deliverables or milestone, TDC shall be entitled at its option to recover from the Successful bidder as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable or milestone which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the value of delayed deliverables or milestone, post which contract may be liable for termination.

This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to TDC under the contract and law.

4.13. Risk Purchase

In the event Successful Bidder fails to execute the project as stipulated in the resultant Contract Agreement, or as per the directions given by TDC from time to time, TDC reserves the right to procure similar services from the next eligible bidder or from alternate sources at the risk, cost and responsibility of the Successful Bidder. Before taking such a decision, TDC shall serve a notice period of 15 days to the Successful Bidder. Successful Bidder's liability in such case shall be limited to the difference between the existing contract value and the new contract released due to failure of existing Successful Bidder and all related costs arising out of it. The amounts so recoverable may be deducted from the PBG or payments due to the successful bidder, any residual amount may further be recovered from the successful bidder.

4.14. Warranties

The Successful Bidder warrants and represents to TDC that:

- a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under the resultant Agreement;
- b. The resultant agreement is executed by a duly authorized representative of the Successful Bidder;
- c. It shall discharge its obligations under the resultant agreement with due skill, care and diligence so as to comply with the service level agreement.

In the case of the SLAs, the Successful Bidder warrants and represents to TDC that:

- a. the services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
- b. Successful Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- c. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

The Successful Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Successful Bidder shall apply all the latest patches / releases for the software after appropriate testing. No additional costs shall be paid separately for the

warranty other than what are the costs quoted by the Successful Bidder and as specified in the contract.

If the Successful Bidder uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

Notwithstanding what has been stated elsewhere in this RFP and the Annexures attached herein, in the event the Successful Bidder is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this RFP and Annexures attached herein, TDC will have the option to invoke the Performance Bank Guarantee (PBG) after serving a written notice of 1 month on the Successful Bidder.

4.15. Resolution of Disputes

The TDC and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. The TDC and Successful Bidder may take it to the Principal Secretary Transport, Government of Chhattisgarh. If, after one month from the commencement of such informal negotiations, the TDC and the Successful Bidder have been unable to resolve amicably a contract dispute, the dispute will be referred for arbitration to the arbitrators appointed as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of such arbitrator will be final and binding on both the parties.

4.16. Jurisdiction

Subject to Clauses above, the Court of Raipur, have exclusive jurisdiction to settle any Dispute, including a dispute regarding the existence, validity or termination of the Successful Bidder or the consequences of its nullity. The parties agree that the Court of Raipur are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

4.17. Indemnity

The Successful Bidder agrees to indemnify and hold harmless TDC, its officers, employees and agents (each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, compensation, claims, damages, liabilities, costs (including reasonable attorney fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- (i) Any misstatement or any breach of any representation or warranty made by the Successful Bidder or
- (ii) The failure by the Successful Bidder to fulfill any covenant or condition in the RFP, including without limitation the breach of any terms and conditions by any employee or agent of the

Successful Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Successful Bidder, or any equipment, software, information, methods of operation or other intellectual property created by Successful Bidder or sub-contractors, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than Successful Bidder or its sub-contractors; (B) Third Parties (i.e., other than Successful Bidder or sub-contractors) at the direction of TDC, or (iii) any compensation / claim or proceeding by any third party against TDC arising out of any act, deed or omission by the Successful Bidder or (iv) claim filed by a workman or employee, agent engaged by the Successful Bidder for carrying out work as per RFP document. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts enough to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

4.18. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in English only.

4.19. Applicable Law

The Contract to be entered with Successful Bidder pursuant to this RFP shall be governed by the Laws and any other instruments / subordinate legislation having the force of law having been published in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction. All legal disputes are subject to the jurisdiction of _____ only.

4.20. Compliance with Labor Regulations

The Successful Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum Wages Act 1948, and the Contract Labour Act 1970. The salary of the manpower working on this project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Successful Bidder. Upon request, this record shall be produced to the appropriate authority in State Government and / or Judicial Body. If complaints are received by Government of Chhattisgarh (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Successful Bidder.

4.21. Manpower

- i. Manpower assigned by Successful Bidder to perform the services shall be employees of Successful Bidder & under no circumstances will such manpower be considered as employees of TDC. Successful Bidder shall have the sole responsibility for supervision & control of its personnel / employees. The Successful Bidder shall be responsible for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & other like manner solely & shall be responsible for all employer obligations under all laws as applicable from time to time. The TDC shall not be responsible for the above issues concerning to personnel of Successful Bidder. The Successful Bidder shall indemnify the TDC that in the event the TDC is required to pay any claim of employees personnel of the Successful Bidder on the project.
- ii. Successful Bidder shall use its best efforts to ensure that enough Successful Bidder manpower are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. TDC or its nominated agencies shall have the right to remove or replace any Successful Bidder's personnel performing work under the resultant Contract Agreement. In the event that TDC requests that any Successful Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & personal interview by TDC or its nominated agencies, within not later than 30 working days. Successful Bidder shall depute quality team for the project & as per requirements, TDC shall have the right to ask Successful Bidder to change the team.
- iii. Manager (Regional Head / VP level officer) of Successful Bidder needs to be involved in the project monitoring & should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Successful Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the Successful Bidder shall not remove such personnel without the prior written consent of TDC. For any changes to the proposed resources, Successful Bidder shall provide equivalent or more experienced resources in consultation with TDC.
- v. Except as stated in this clause, nothing in this RFP will limit the ability of Successful Bidder freely to assign or reassign its manpower; provided that Successful Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. TDC shall have the right to review & approve Successful Bidder's plan for any such knowledge transfer. Successful Bidder shall maintain the same standards for skills & professionalism among replacement manpower as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this RFP & shall be liable for the acts & omissions of its employees & agents in connection therewith.

4.22. Limitation of Liability towards TDC

The successful bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The successful bidder shall be liable to department for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the successful bidder and its employees, including loss caused to department on account of defect in

goods or deficiency in services on the part of successful bidder or his agents or any person / persons claiming through or under said bidder.

Successful bidder's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by department for:

(i) the period of services provided from the date of signing of resultant contract till the date of the claim;

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the successful bidder is legally liable.

4.23. Security and Safety

- a) The Successful Bidder shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security Policy / Manual of the TDC / Government of Chhattisgarh and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.
- b) Each Party to the SLA/Agreement shall also comply with TDC or the Government of India, and the Chhattisgarh State's security standards and policies in force from time to time at each location of which TDC or its nominated agencies make the Successful Bidder aware in writing insofar as the same apply to the provision of the Services.
- c) The Parties to the SLA / Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the TDC as the case may be or any of their nominees data, facilities or Confidential Information.
- d) The Successful Bidder shall upon reasonable request by TDC as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) As per the provisions of the SLA or this Agreement, the Successful Bidder shall promptly report in writing to TDC or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of TDC as the case may be.
- f) Any physical documents of the TDC, citizen or any other stake holder related to the project shall not be taken out of the CCPC under any circumstances.
- g) All the software application used / developed / purchased etc. shall be audited for security by Cert-In empaneled agency at the cost of Successful Bidder before deploying the software.
- h) The hardware and software components must support latest standards for security.
- i) The proposed DC / DR solution must adhere to all regulatory and security standards with for hosting Government services as directed in the guidelines and shall be empaneled with Government of India (GoI) and / or Government of Chhattisgarh (GoM).

4.24. Confidentiality

- a) The TDC or its nominated agencies shall allow the Successful Bidder to review and utilize highly confidential public records and the Successful Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- b) Additionally, the Successful Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- c) The TDC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful Bidder regarding any forbidden disclosure.
- d) The Successful Bidder shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by the TDC with respect to this Project. The Successful Bidder may submit a declaration that it has obtained the NDA from its employees. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i) information already available in the public domain;
 - ii) information which has been developed independently by the Successful Bidder;
 - iii) information which has been received from a third party who had the right to disclose the aforesaid information;
 - iv) Information which has been disclosed to the public pursuant to a court order.
- e) To the extent the Successful Bidder shares its confidential or proprietary information with the TDC for effective performance of the Services, the provisions of the above point (a) & (c) shall apply mutatis mutandis on the TDC or its nominated agencies.
- f) Any handover of the confidential information needs to be maintained in a list, both by TDC & Successful Bidder, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- g) Notwithstanding anything to the contrary mentioned hereinabove, the Successful Bidder shall have the right to share the Letter of Intent / work order provided to it by the TDC in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

4.25. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable, facsimile or e-mail and confirmed in writing to the party's address. A notice shall be effective when delivered or on the notices effective date, whichever is later. For the purpose of all notices by the Successful Bidder to the TDC, these shall be sent, or on changed address if informed in writing by the TDC to the Successful Bidder, at the following the address:

Transport Commissioner

Email: atc.cg@gov.in

4.26. Exit Management

1. Purpose

- This sets out the provisions, which will apply on expiry or termination of the resultant Contract Agreement.
- In the case of termination of the contract, anytime during the contract period, the provisions of this Schedule shall apply.

2. Transfer of Assets

- TDC shall be entitled to serve notice in writing on the Successful Bidder at any time during the exit management period as detailed hereinabove requiring the Successful Bidder to provide the TDC with a complete and up to date list of the Assets within 30 days of such notice and further, TDC shall be entitled to serve notice in writing to the Successful Bidder requiring the Successful Bidder to transfer all the Assets, Project Facility etc. to TDC or its nominated agencies.
- In case of contract being terminated by TDC, TDC reserves the right to ask Successful Bidder to continue running the project operations for a maximum period of 6 months from the date of termination notice.
- Upon service of a notice under this clause, the following provisions shall apply:
 - All the Assets to be transferred to the TDC pursuant to this clause shall be transferred to TDC free from any encumbrances like mortgage, lien and liabilities, on the last day of the exit management period.
 - Payment to the outgoing Successful Bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements
 - The outgoing Successful Bidder will pass on to TDC and / or to the Replacement Successful Bidder, the subsisting rights, title in any leased properties / licensed products on terms not less favorable to TDC / Replacement Successful Bidder, than that enjoyed by the outgoing Successful Bidder.

3. Cooperation and Provision of Information

- During the exit management period:
 - The Successful Bidder will allow the TDC or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the services to enable the TDC to assess the existing services being delivered;
 - Promptly on reasonable request by the TDC, the Successful Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the RFP and the resultant contract agreement relating to any material aspect of the services (provided by the Successful Bidder). The TDC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Successful Bidder shall permit the TDC or its nominated agencies to have reasonable access to its employees and facilities as

reasonably required by the TDC to understand the methods of delivery of the services employed by the Successful Bidder and to assist appropriate knowledge transfer.

4. Confidential Information, Security and Data

- The Successful Bidder will promptly on the commencement of the exit management period supply to the TDC or its nominated agency the following:
 - Information relating to the current services rendered and customer and performance data
 - Documentation relating to Project's Intellectual Property Rights, all documentation and other software related documents of software applications, documents relating to licenses, warranties.
 - All current and updated data as is reasonably required for purposes of TDC or its nominated agencies transitioning the services to its Replacement Successful Bidder in a readily available format nominated by the TDC, its nominated agency.
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable TDC or its nominated agencies, or its Replacement Successful Bidder to carry out due diligence in order to transition the provision of the Services to TDC or its nominated agencies, or its Replacement Successful Bidder (as the case may be)
- Before the expiry of the exit management period, the Successful Bidder shall deliver to the TDC or its nominated agency all new or up-dated materials from the categories set out in clause above and shall not retain any copies thereof.

5. Employees

- Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the TDC or its nominated agency a list of all employees (with job titles) of the Successful Bidder dedicated to providing the services at the commencement of the exit management period.
- To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, TDC, or its Replacement Successful Bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the TDC or any Replacement Successful Bidder.
- The Successful Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the TDC or its nominated agency or its Replacement Successful Bidder and which the Successful Bidder has in its possession or control at any time during the exit management period.

- For the purposes of this Schedule, anything in the possession or control of the Successful Bidder or its associated entity is deemed to be in the possession or control of the TDC.
- The Successful Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

6. Exit Management Plan

- The Successful Bidder shall provide the TDC or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the resultant contract agreement.
 - A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - plans for the communication with such of the Successful Bidder's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the TDC's operations as a result of undertaking the transfer;
 - Plans for provision of contingent support to TDC, and Replacement Successful Bidder for a reasonable period after transfer.
- The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the TDC.
- The payment terms as stated in the RFP include all costs of the Successful Bidder complying with its obligations.
- In the event of termination or expiry of resultant contract agreement, both TDC and Successful Bidder shall comply with the Exit Management Plan.
- During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the payment terms mentioned in the RFP.
- This Exit Management plan shall be furnished in writing to the TDC within 90 days from the date of the resultant contract agreement.

SECTION 5: ANNEXURES

5. Annexures

5.1. Annexure 1 - List of services & approximate transactions per year for all Vahan Services

Table 1: Indicative List of vehicle related services (for Printing Card RC)

Sr. No.	Type of Service	Output
1.	Alteration of Motor Vehicle	Card
2.	Change of Address in RC	Card
3.	Conversion from Paper RC To Smart Card	Card
4.	Conversion of Vehicle	Card
5.	Dealer Registration	Card
6.	Fresh RC to Financer	Card
7.	Hypothecation Addition	Card
8.	Hypothecation Continuation	Card
9.	Hypothecation Termination	Card
10.	Issue of Duplicate RC	Card
11.	New Registration	Card
12.	Owner Vehicle Details-Edit	Card
13.	Re-assignment of Registration No (RMA)	Card
14.	Renewal of Registration	Card
15.	Transfer of Ownership	Card
16.	Issuance of NOC	Paper
17.	Fitness Certificate	Paper
18.	RC Particular	Paper
19.	Cancelation of Registration	Paper
		Total Transactions

Table 2: Indicative List of driving license related services (for Printing DL card)

Sr. No.	Type of Service	Output
1.	Learner's License	Paper
2.	Permanent Driving License	Card
3.	Renewal of Driving License	Card
4.	Duplicate Driving License	Card
5.	Addition of class / Endorsement to DL	Card
6.	Services on DL: Change in details	Card
7.	DL Extract	Paper
8.	IDP	Paper
9.	Application for Conductor License	Paper
10.	Renewal Conductor License	Paper
11.	Duplicate Conductor License	Paper

12.	Application for PSV Badge	Card
13.	Duplicate Conductor Badge	Card
14.	Replacement of DL	Card
15.	Surrender of COVs in DL	Card
16.	DL Particular	Paper
17.	Endorsement to LL	Paper
18.	Duplicate LL	Paper
19.	Surrender of COV(s) / PSV Badge(S)	Card

5.2. Annexure 2 - Minimum number of Hardware and furniture required at Centralized printing facilities

Sr. No.	Item	Minimum Quantity
1.	Desktop with Antivirus	As required
2.	Lazer Card personalization Printer	As required
3.	UPS	As required
4.	CCTV Camera with Recorder	As required
5.	Desk and Chair Set	As required
6.	File Storage Cabinet	As required
7.	Fire Extinguisher	As required
8.	AC 1.5 Ton (2 for CCPC)	As required
9.	Passive Cabling components such as IO, Patch cord etc.	As required
10.	Network Rack	As required
11.	SLA Monitoring tool	As required
12.	Network Router	As required
13.	Electrical cabling and components	As required
14.	Other Civil Work etc.	As required
15.	Access control system	As required
16.	Manpower	As required
17.	Application server	As required
18.	Web Server	As required
19.	Generator SET	As required

Note: The above listed items are indicative only, anything required over and above to run the operations has to be provided by the bidder with no extra cost to TDC.

*** The number of printers at CCPC may be proposed based on the requirement of printing of cards/day so as to meet the SLA requirements at all the times. In case of high speed/high volume output printers being proposed, the minimum number requirement shall be decided with redundancy, CCPC provided the proposed numbers are supported by the Technical Details documents of the OEM of the Card Printer.**

Hardware and furniture required for RTOs

Table 1:Minimum number of set up/Counter ,Manpower ,hardware require at each RTO

S.No.	ITEM	Approx. quantity
1	Servers at RTOs(2 per RTO)	58
2	Desktops	255
3	Printers	90
4	Signature slate	90
5	Camera	140
6	UPS	29
7	Biometrics	90
8	Chairs (For RTO Offices)	261
9	Electronic Token Generation system	29
10	Almirah	29
11	Pair Desk and Chair for counter/setup	100

Table 2: Indicative Manpower Requirement

S.No	Designation	Indicative requirement
1	State Project head	1
2	Database administrators	2
3	Technical Service Engineer	05
4	Site Supervisors	29
5	Data Entry Operators	145
6	Security Guard	29

Note:

- ☐ All the above quantity of hardware, furniture , Manpower etc. are minimum quantity and Successful Bidder is required to propose exact number of Manpower furniture hardware etc. at RTO Offices. in the Proposed Plan. The requirement of hardware may be upgraded basis the actual number of transactions and to comply with the Service Levels as defined in Annexure 10, at all the times.
- ☐ The Successful Bidder shall include all such items not specifically mentioned in the RFP but that can be reasonably inferred from the RFP as being required for attaining delivery and completion of the goods and related services.
- ☐ .

5.3. Annexure 3: Hardware (IT & Non-IT) & Software minimum specification requirement at the CCPCs for RC and DL

Sr. No.	Features	Specifications	Compliance Yes/No
Desktop			
1.	Form Factor	Large/Small	
2.	CPU	Intel® 10 th generation Core™ i5 Processor or higher with HD graphic card	
3.	No. of cores	2 or higher	
4.	Processor Speed	3 GHz or better	
5.	Motherboard	Compatible chipset to the processor	
6.	Bus Architecture	Integrated onboard graphics, Total 2/1 no/s of PCI/PCIe Slots	
7.	Graphics Card	Integrated onboard graphics, Total 2/1 no/s of PCI/PCIe Slots	
8.	Memory	4 GB DDR 4 @ 2133 MHz or better expandable up to 16 GB	
9.	Hard disk	1 TB SATA II or HDD with 7200 rpm or Better	
10.	Keyboard	USB or PS/2 104 Keys keyboard samemake as PC	
11.	Mouse	USB or PS/2 mouse with pad, Same Make as PC	
12.	Ports	1 Serial (Optional), Total 6 USB port withat least 2 USB 3.0 port (min. 2 at front), VGA and HDMI, Audio ports, RJ-45	
13.	O.S.	Pre-loaded Microsoft Windows 10, 64-bit Professional licensed software with latest updates and Restore/Recovery CD	
14.	Monitor	18.5" or higher wide screen LED Backlit based TFTs, Resolution – 1366 X 768 or better, Displays TCO 5.0 certified or better; Monitor should be of same make of offered PC Brand	
15.	Network Connectivity	1 Gbps Ethernet and Wi-Fi	

Sr. No.	Features	Specifications	Compliance Yes/No
17.	Dust Cover	Dust Cover for CPU, Monitor, Keyboard, Mouse	
18.	Power Supply	Less than 200 W	
19.	Anti-Virus	Required for 10 years	
21.	Warranty	Comprehensive 3 years with AMC	
22.	Accessories	Connector cables, Power cords, Mouse pad, Dust Cover for CPU, Monitor, Keyboard and Mouse.	
UPS			
1.	Output Power Capacity	Minimum of 10 KVA/60 Minutes/16385 VAH (Note: Bidder needs to provide backup to run the system as per solution requirement)	
2.	Automatic Voltage Regulation (AVR), Generator Compatibility		
3.	Nominal Output Voltage	230 V AC +/-1% Single Phase	
4.	Nominal Input Voltage	230 V to AC to 460 V AC 3 Phase	
5.	Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak-proof	
6.	Recharge time	8-10 Hrs	
7.	Backup Time	4 hours on full load	
8.	Display	LED Status	
9.	Protection	Auto Battery off mode for high voltage protection	
10.	Output Connections	India 3-pin 6A	
11.	Others	Off-mode battery charging with high voltage protection	
12.	Certification	CE/UL or equivalent	
13.	Accessories	Connector cables	
14.	Warranty	3 years on UPS and Battery with AMC	
Card Printer			
1	Print Type	Laser Engraving technology	
2	Resolution	400 DPI	

Sr. No.	Features	Specifications	Compliance Yes/No
3	Dual Sided	Capability to print on both sides of the card	
4	Compatibility material	PC	
<p>Note: The total printing requirement of cards is 4200/day, as per the current transaction data. The bidder may propose printers considering the printing requirement. The bidder shall compulsorily provide technical specification details of the printers, as a part of the technical bid submission. The bidder is free to propose high throughput printers, but the minimum number of printers required will be 2 in CCPC, provided the proposed numbers are supported by the Technical Details documents .</p> <p>Proposed number of printer should be decided to have availability of redundancy of printer.</p>			
CCTV Camera with Recorder			
1	Reputed Make with industry standard specifications		
Network Rack			
1	Minimum 6U wall mount rack of reputed Make		
Network Switch			
1	Reputed Make with specification complying to project requirement		
Network Router			
1	Reputed Make with specification complying to project requirement		
Passive Cabling Components			
1	Reputed Make with industry standard specifications		
Split Air Conditioner			
1	Capacity	Minimum 1.5 Ton	
2	Energy Rating	Minimum 3 Star	
3	Power Requirement	AC 230 V, 50 Hz	
4	Other	Anti-bacteria Filter or equivalent as per OEM offering	
5	Warranty	1 year with AMC years	
Cabling, Electrical switch boards, Circuit breakers and electrical lighting etc.			
1	Reputed Make with industry standard specifications. As per requirement		
Staff Desk			

Note:

- ❑ The Card Specifications including dimensions, card warpage, card material and construction, card characteristics, dynamic bending, dynamic torsional stress, stability against UV exposure, print quality, mechanical strength, specifications of printing shall be in conformity with Annexure XI of MoRTH Notification G.S.R. 174(E), dated 01.03.2019.
- ❑ Printing requirement of cards is 4200 /day as per current transaction data. Bidder may propose higher capacity printer to complete the printing requirement. Bidder shall compulsorily provide technical specification details of printers as technical submission. In case of high speed/high volume output printers being proposed, the minimum number required will be 1 In CCPC.
- ❑ Bidder need to mandatorily submit Datasheets as per the above specifications.
- ❑ Bidder need to propose only single make and single model against respective items mentioned in the bill of material.
- ❑ All the compliance as per the above format must be submitted by the bidder as part of the proposal.
- ❑ All the proposed products need to be fully complied with the respective specifications mentioned in the RFP.
- ❑ Bidder need to have availability of redundant printer at CCPC and RTO.
- ❑ All the above points need to be complied by bidder else the bid will be rejected.

Hardware (IT & Non-IT) & Software minimum specification requirement at the RTO offices.

Furniture		
Description	Minimum Specifications	
Non-IT Infrastructure		
Electrical Networking & Power Connection		
Cabling, Electrical switch boards, Circuit breakers etc.	As per requirement	
Hardware and Software		
1. Desktop (IDC top 5 OEMs as per the latest quarterly report at the time of bidsubmission end date)		
Sr. No.	Feature	Minimum Specifications
1.	Form Factor	Large/Small
2.	CPU	Intel® 10 th generation Core™ i5 Processor or higher with HD graphic card
3.	Motherboard	Compatible chipset to the processor
4.	Graphics Card	Integrated onboard graphics, Total 2/1 no/s of PCI/PCIe Slots
5.	Memory	8 GB DDR IV @ 2133 MHz or better expandable up to 16 GB
6.	Hard disk	1 TB SATA II or HDD with 7200 rpm or better
7.	Keyboard	USB 104 Keys keyboard same make as PC
8.	Mouse	USB mouse with pad, Same Make as PC
9.	Ports	1 Serial (Optional), Total 6 USB port with at least 2 USB 3.0 port (min. 2 at front), VGA and HDMI, Headphone ports
10.	O.S.	Pre-loaded Microsoft Windows 10, 64-bit Professional licensed software with latest updates and Restore/Recovery CD
11.	18.5" or higher wide screen LED Back-lit based TFT Monitor	18.5" or higher wide screen LED Backlit based TFTs, Resolution – 1366 X 768 or better, Display TCO 5.0 certified or better; Monitor should be of same make of offered PC Brand
12.	Certifications	RoHS, UL/CE/FCC or equivalent. To be attached
13.	Accessories	Dust Cover for CPU, Monitor and Keyboard,
14.	Power Supply	Less than 200 W
15.	Anti-Virus	Required for 10 years
16.	Warranty	Comprehensive 3 years with AMC

3. Paper Printers specifications

- Print Technology: Laser
- Cartridge Technology: Composite
- Type of printing: Monochrome
- Paper size: A4/A5
- Print Speed per minute as per ISO/IEC 24734 in (A4) Size – Mono: 22 PPM
- Resolution Mono: 1200 X 1200
- Interface USB 2.0 (High Speed) with USB Cable/Ethernet 10/100/1000
- Drivers Compatible with Microsoft Windows (10 & Higher version)
- Comprehensive 3 years Warranty with AMC

4. UPS

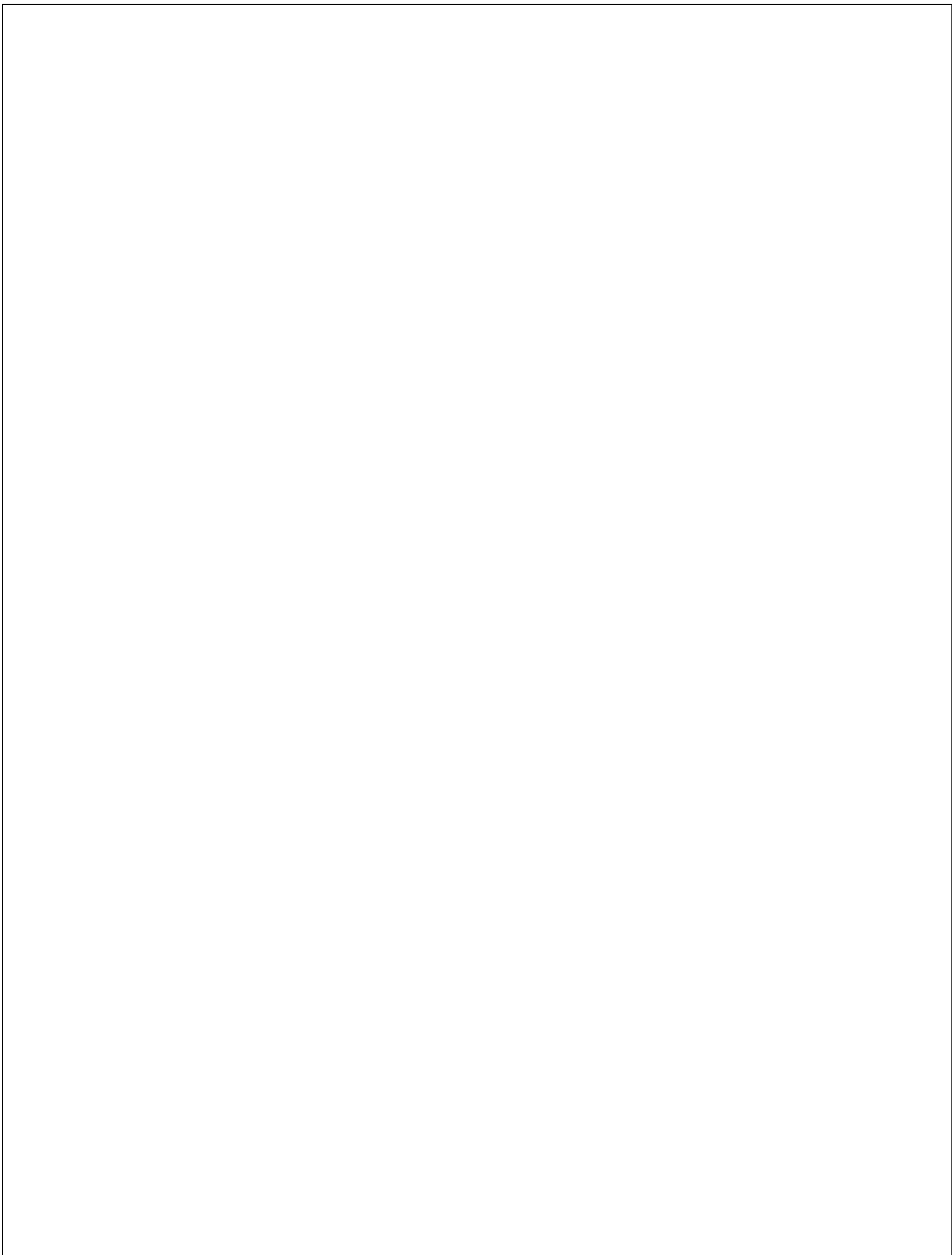
- Online UPS Capacity/Battery backup time at full load/Minimum VAH: 10 KVA/60 Minutes/16385 VAH
- Parallel load sharing redundant operation with all accessories: yes
- Management port: Preferably SNMP based with management Software
- Certification: CE Certification and marking
- Inverter Technology: PWM with IGBT, double conversion
- Noise level (1-meter distance from UPS): ≤ 55 dB
- Input Voltage Range: 320 V to AC to 460 V AC 3 Phase
- Output voltage: 230 V AC +/-1% Single Phase
- Battery recharge time (after complete discharge to 90% charge) and charge rating: Battery recharge time to 90% charge after 100% DoD: 8-10 hours
- Battery Type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak-proof
- Off-mode battery charging with high voltage protection
- Application supported: One desktop, monitor, printer and scanner
- Backup Time: 4 hours on full load (to be increased as required)
- Comprehensive 3 years Warranty with AM

5. Signature Slate

- **Working Area:** Minimum 7 x 4.7 inch
- **Technology:** Electromagnetic Technology
- **Resolution:** 4000 LPI or higher
- **Interface:** USB
- **Digital Pen:** Digital stylus pen
- **SDK:** Provide SDK to integrate with the application
- Comprehensive 3 years Warranty with AMC

6. Camera (Web Cam)

- **Image Resolution:** 1080 p, 2 MP or better
- **Capture Mode:** Manual Capture with Auto Focus and Auto Lighting Adjustment
- **USB:** Hi-Speed USB 2.0 certified (recommended)
- **Cable:** Minimum 3 feet
- **Software API:** Compliant with UIDAI Device Capture API specification
- **SDK:** Provide SDK to integrate with the application
- Comprehensive 3 years warranty with AMC



5.4. Annexure 4: Proposed Plan

Successful Bidder shall submit “Proposed Plan” with following indicative details for CCPC and RTO premises

- ☐ Deployment of Resources
- ☐ Number of Setups including IT and Non-IT infrastructures
- ☐ Possible workflow of operation
- ☐ Make, Model and Specifications of following components:
 - Desktops and Laptops
 - Card Printer
 - Paper Printer
 - Camera
 - Signature Slate
 - Lamination Machine
 - LAN;
 - UPS backup;
 - CCTV Cameras
 - Internet connection
 - Biometric attendance device
- ☐ Number of Desks setup and location of each desk
- ☐ Number of storage unit and location
- ☐ Overall Installation and Commissioning Plan

5.5. Annexure 5: Pre-Bid Queries Format

Name of the Bidder:

Date: _____

Name of Person(s) Representing the Bidder:

Sr. No.	Name of the Person	Designation	Email Id	Contact No.

Sr. No.	RFP Page Number	Clause (Tender Ref.)	Query / Suggestion / Clarification

5.6. Annexure 6: Performance Bank Guarantee

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>

Ref: _____

Date: _____

Bank Guarantee No.: _____

No.

Date:

To:

The Transport Commissioner

Email:

Against Contract covering "RFP for selection of service provider for centralized printing of Registration Certificates and Driving Licenses for transport department in the state of Chhattisgarh for a period of 10 years" (hereinafter called the said 'Contract') entered into between the Transport Commissioner (TC), TDC, - (hereinafter called the TDC) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank ., are holding in trust in favor of the TDC, the amount of Rs. 50,00,000 (Rupees fifty Lakhs Only) to indemnify and keep indemnified the TDC against any loss or damage that may be caused to or suffered by the TDC by reason of any breach by the Bidder of any of the terms and conditions of the said Tender Document / contract and / or in the performance thereof. We agree that the decision of the TDC, whether any breach of any of the terms and conditions of the said Tender Document / contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the TDC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the TDC.

We _____ Bank LTDC, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank LTDC, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank LTDC, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank LTDC, by the TDC before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the TDC.

The Performance Bank Guarantee shall be valid from the date of Signing of Contract and shall continue till six (6) months after the completion of all contractual liabilities (From Signing of Contract + Ten years) including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the TDC.

We undertake to pay to the TDC any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

The provisions relating to SLA Violations specified in the RFP and contract, entered into by the Bidder with the TDC shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by purchaser to forfeiture the same without assigning any reason.

We _____ Bank, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the TDC to the said Bidder or for any forbearance and or omission on the part of the TDC or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Successful Bidder or any absorption, merger or amalgamation of the Bank or the Successful Bidder with any other person.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).

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

Signature of Authorized Signatory (with official seal)

Date :

Place :

Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

Signature of Witness 1

Signature of Witness 2

Name: _____

Name: _____

(Bank's common seal)

Bank details of Transport department is mentioned below can be used for BankGuarantee:

Name of Account Holder:

Bank Name:

5.7. Annexure 7: Undertaking – Non-Blacklisting

<< To be printed on Lead Bidder Company's Letter Head and Signed by Authorized Signatory>>

RFP No.

Date:

To:

The Transport Commissioner

Sub: "RFP for Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years"

Non-Blacklisting Undertaking.

Ref: RFP No.: _____ **Dated** _____

Sir/ Madam,

We **(Company Name)**, the undersigned, hereby declare that We are not under a declaration of ineligibility/banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or
2. We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;
3. We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU / PSU Banks in India as on date of submission of bid;
4. We have not violated the code of integrity as on date of submission of bid;
5. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser as on date of submission of bid;

6. We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently not blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs,.

7. We accept that in case of any irregularity, lapses, non-compliances, TDC decision shall be final and binding on us.

Sincerely,

(Signature of the Authorized signatory of the Bidder)

Name of company:

Name of Authorizes Signatory:

Designation:

Seal:

Date:

Place:

Business Address:

5.8. Annexure 8: Self Declaration

(To be executed on Non-judicial stamp paper of relevant value duly attested by public notary)

M/s _____ (name and registered office address of the company) acting through _____ (name and address of the authorized representative of the Bidder), do hereby solemnly affirm and undertake as under;

1. That the infrastructure required and necessary for carrying out the work as prescribed under the scope of the RFP document shall be made operational within the period stipulated under the RFP document.
2. That I / We shall appoint the requisite manpower with necessary qualifications and experience as stipulated in the RFP.
3. That I, shall implement the project myself and shall not franchise/sublet/subcontract it, if awarded to me.
4. That I / We shall comply with, and always observe , the terms and conditions of the RFP document and with the direction and orders issued by the Transport Commissioner or TDC from time to time.
5. That I / We hereby certify that the bid submitted by us is non-conditional and is without any deviation from the RFP requirements.
6. That all the statements, submissions made by me/us and the documents submitted by me / us are genuine to the best of my / our knowledge and that the same reflects the facts as on the date.
7. That I / We shall ensure that the key staff deployed (as identified by TDC at the start of project execution) for the Project shall formally sign the Non-disclosure Agreement in the format specified by TDC and further shall comply with all the requirements of Information Technology Act 2000 (ITA-2000) of Government of India, IT (Amendment) Act 2008 and any such amendments from time to time.
8. I / We shall ensure that all the software, hardware components provided and deployed by us for the project shall be as described in the RFP document.
9. I / we shall ensure that there are no deviations from the RFP Requirements / Terms & Conditions. The entire work shall be performed as per the project requirements.
10. I / We understand that failure to do so may result in forfeiture of EMD and / or withdrawal of LOI.
11. I/we shall provide Polycarbonate (PC) card conforming to the specifications stipulated in Annexure XI of Central Transport Rules, 1989 as per G.S.R. 174(E) dated 1st March 2019 notification <http://egazette.nic.in/WriteReadData/2019/199228.pdf>

SEAL, SIGNATURE & STAMP OF BIDDER / AUTHORISED SIGNATORY

Dated:

Place:

5.9. Annexure 9: Commercial Bids Format & Instructions

The Bidder has to quote the rate strictly as per the below format.

Details to be filled up for price bid are as follows:

#	Rate for	Rate Per card (INR) (Exclusive of all Taxes)	GST %	GST Amount (In INR)	Rate Per card (IN INR) (Inclusive of all Taxes)
1	Per unit price for Printed PC based card (for DL/RC)		18%		
	Amount in Words:				

- **Printed Card price:** The cost should be inclusive of all costs towards printing (PC card based for RC and DL), infrastructure, manpower, software, consumables, furniture, etc.
- The “*Per unit price for Printed PC based card*” quoted in above table cannot exceed more than INR 200 (which is inclusive of GST and other applicable taxes) for the entire contract period.
- The bidder charge is fixed at INR 5 + GST per paper (on security paper), for printing of paper document as and when required.
- All the rates quoted shall be in Indian Rupees only.
- Only GST will be paid as mentioned in the financial format. All the rates quoted shall be inclusive of all other the taxes, levies and all other charges.any change in Tax structure/GST same will be borne by the TDC during contract period
- No conditional bidding is allowed.
- TDC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The rate shall be applicable throughout the state of Chhattisgarh and throughout the contract period.

5.10. Annexure 10: Service Level Agreement

The Minimum service level (MSL) to be adhere to by the Successful Bidder, and computation of penalty for non-performance in the event of non – adherence to such MSL shall be as follows:

Implementation Phase

Service Level Category	Service Level Description	Service Level	Measurement	Penalty
Before Signing of Contract	Issue of Letter of Intent = T₁			
	Submission of Letter of Acceptance	T ₁ + 5 working days	NA	Withdrawal of Lol and forfeiture of EMD
	Signing of Contract and Submission of PBG	T ₁ + 10 working days	NA	Withdrawal of Lol and forfeiture of EMD
Post Signing of Contract	Allocation of premises by TDC = T₂			
	Submission of “Project Planning and Documentation” including “Proposed Physical Layout Plan”	T ₂ + 15	NA	INR 1000 per day's delay post T ₂ + 15 per site
	Delivery of all Hardware/software/network component as specified in Annexure 2 and 3	T ₂ + 45	NA	INR 1000 per day's delay post T ₂ + 15 per site
	Demo Run at each CCPC and Commencement of operations RTOs by Successful Bidder	T ₂ + 75	NA	Termination of contract and forfeiture of PBG
	Delay in printing of RC/DL	Within 3 working days from the approval of record by the	Time stamp of the approval time by the competent authority and time stamp of the	3% of card value for delay in printing per day post 3 working days from approval of competent authority. Post 7 days of delay (3

		competent authority (excluding non-working days)	printing of card.	working days hours + 7 days), 5% of card value will be imposed as penalty per day.
	PC Card for RC/DL and paper-based output must be exactly as per specifications and requirements detailed in the RFP	100% of the output (paper/card based) issued must be exactly as per specifications and requirements	Random Audit, Third Party Audit, Citizen complaints	INR 100 per non-compliant incident. i.e., if 10 non complaint cards are found during a single audit, 100*10=INR 1000 will be imposed as penalty.

Note: Maximum penalty will be imposed will be capped at 2% of the total collection of the respective month from the respective site.

5.11. Annexure 11: Project planning document

An indicative list of planning related documentation that the Successful Bidder should make at the onset is as below:

- a. **Inception Report:** Inception Report should include the Successful Bidder's approach to the project including details about methodology, resource deployment and utilization, project stakeholder's identification, project timelines etc.
- b. **Detailed Project Plan:** Detailed project plan should list out all activities in detail with start date, end date, duration for completion of activity & dependencies.
- c. **Manpower Deployment List of the project:** List the manpower along with roles and responsibilities assigned of every type of manpower. CVs of the Project Management / Key resources shall be submitted to TDC. All on-site authorized personnel shall have valid company's identity card and the list of such deployed resources shall be submitted to TC office and it shall also form a part of this document. In case of any change later, the same must be intimated promptly along with proposed replacement and submitted to TC office.
- d. **Infrastructure & Site Set Up Plan:** Plan detailing the delivery and installation related activities for various infrastructure components, including the details of Physical Layout Plan as described in [Annexure 4](#). The connectivity will also be responsibility of Successful Bidder. TDC will give required permission for obtaining connectivity on-site if deemed needed. The plan shall also have resource deployment list for all resource other than manpower.
- e. **Standard Operating Procedures (SOP):** SOP should detail the execution plan of the Successful Bidder. Successful Bidder should list out all activities with standard operating procedures, process flow of activities and assigning responsibility for each activity. SOP will detail out the responsibilities of Successful Bidder and TDC.
- f. **Manpower details for Centralized Card Printing Center:** The printing of Registration Certificate shall be done at a centralized printing center at the location provided by TDC. Number of operators, management staff, security staff etc. and their basic qualification etc. must form part of this documentation. Any change in due course of project, this document must be updated with changes incorporated and re-submitted to TDC.
- g. **Communication Plan:** This plan should indicate what form of communication will be utilized for what kinds of meeting along with recipients and frequency. Communication Plan should also include the escalation mechanism of Successful Bidder for resolution of issues.

- h. **SLA and Performance Monitoring Plan:** In this plan, Successful Bidder should mention how service level agreements for each item will be monitored and adhered to. The plan should also include the methods / tools to monitor the performance.
- i. **Training and Knowledge Transfer Plans:** Successful Bidder has to train TDC's officials for basic troubleshooting of hardware, software provided by Successful Bidder.
- j. **Issue Logs and Risk Registers:** Successful Bidder should prepare formats for logging issues and risks by TDC as well as internal employees.
- k. **Weekly and Monthly Progress reports:** Successful Bidder should prepare detailed progress reports on weekly & monthly basis for capturing details like number of RC/ NOC/ Permits issued, other transactions severed, open issues in the project etc.
- l. **Technical Manuals:** Successful Bidder should submit all the technical manuals along with those submitted by the OEMs for all the hardware components. Successful Bidder shall also submit detailed technical architecture of the application.

The Successful Bidder shall prepare the formats / templates (wherever required) for each of the deliverables upfront based upon industry standards and the same will be approved by TDC prior to its use for deliverables. All project documents are to be kept up-to-date during the course of the project. The Successful Bidder shall maintain a log of the internal review of all the deliverables submitted. The logs shall be submitted to RTO officials on request.

5.12. Annexure 12: Draft Non – Disclosure Agreement

NON-DISCLOSURE AGREEMENT

(To be signed on Rupees 100/- non-judicial Stamp Paper)
(Between TDC and Successful Bidder)

[The Non-Disclosure Agreement needs to be signed by all the persons duly authorized by the Successful Bidder to get access to all the confidential documents and records. A list of all the authorized persons of the Successful Bidder (Manpower details) shall be provided along with the Non-Disclosure Agreement by the Successful Bidder]

This Agreement is made on _____ day of _____ 2021 between the Transport Department, having its office at _____ hereinafter called “TDC”, if any which expression shall unless repugnant to the subject or the context mean and included its successor, nominees or assigns and M/s _____ a company incorporated under the Indian Companies act, 1956/2013 and having its registered office at _____ herein after called “bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

WHEREAS

1. The “Transport department (TDC)” has invited various organizations to propose for the “RFP for Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years” (hereinafter called the “Project”) of the TDC;
2. the Successful Bidder, having represented to the “TDC” that it is interested to bid for the proposed Project,
3. In connection with the “Project”, the TDC agrees to provide to the Successful Bidder various confidential documents, including the Request for Proposal, Draft Contract agreement, access to various records of the citizens, access to the software developed by NIC, namely Vahan and Sarathi, access to public documents which citizens may submit to the Successful Bidder etc. and any other information needed to be disclosed in association with the Project. The said information to which the Successful bidder will have access to, contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure, by Successful Bidder and any and all the persons working with and for Successful Bidder throughout the contract period.

The TDC and the Successful Bidder and all the persons working with and for the Successful Bidder (together hereinafter called as “Successful Bidder”) agrees as follows:

A. The Successful Bidder and any and all the persons to whom the Information is disclosed shall:

1. Hold such Information in confidence with the same degree of care with which the Successful Bidder protects its own confidential and proprietary information;
2. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
3. Submit duly signed NDA with its said employees, agents and contractors;
4. Use the Information only as needed for the purpose of the Project;
5. Except for the said purpose of the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information whether physical or digital under any circumstances; and
6. Not take out any information out of the premises of the TDC through any means.

B. The Successful Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

1. Was previously known to the Successful Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Successful Bidder's written records prepared prior to such disclosure; or
2. Is or becomes publicly known through no wrongful act of the Successful Bidder; or
3. Is independently developed by an employee, agent or contractor of the Successful Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

C. The Agreement shall apply to all Information, documents, records and registers relating to the Project disclosed by the TDC to the Successful Bidder under this Agreement.

D. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Successful Bidder, in any of the Information.

E. This Agreement shall benefit and be binding upon the TDC and the Successful Bidder and their employees, respective subsidiaries, affiliates, successors and assigns.

F. This Agreement shall be governed by and construed in accordance with the Indian laws in jurisdiction of only.

Sincerely,

(Signature of the person/s working for and with the Successful Bidder)

Name:

Designation:

Date:

Place:

In Witness of (Authorized Signatory on behalf of Successful Bidder)

Name:

Designation:

Seal:

Date:

Place:

For and on behalf of Transport department, Government of ChhattisgarhName:

Designation:

Seal:

Date:

Place:

5.13. Annexure 13: Format for Power of Attorney to appoint and authorized Attorney

(To be submitted on a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, we _____
(name and address of the registered office) do hereby constitute, appoint and authorize Mr. /
Ms. _____ (name and residential
address) who is presently employed with us and holding the position of
_____ as our attorney, to do in our name and on our
behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for
the Project envisaging “RFP for Selection of a Service Provider for Centralized Printing of
Registration Certificates and Driving License for Transport Department in the State of
Chhattisgarh for a period of 10 years”, (the “Project”) including signing and submission of all
documents and providing information / responses to Transport department (TDC) representing
us in all matters before TDC, and generally dealing with TDC in all matters in connection with
our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant
to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall
and shall always be deemed to have been done by us.

For _____

(Signature) (Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

- ☐ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- ☐ In case the Application is signed by a Partner / authorised Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

5.14. Annexure 14: Format for Anti-Collusion Certificate

(TO BE SUBMITTED ON THE LETTERHEAD OF THE BIDDER, DULY SIGNED BY THE AUTHORISED SIGNATORY)

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this _____ Day of _____, 2021 _____

Name of the Lead Bidder

Signature of the Authorized Person

Name of the Authorized Person

5.15. Annexure 15: User Acceptance Certificate Format

No.

Date:

To:

The Transport Commissioner

Ref: “RFP for Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years”.

Tender Number: _____ Dated _____

Sub: Acceptance Sign-off letter for RTO / ARTO/DTO _____.

I /We confirm that we, _____ (RTO / ARTO/DTO name), with respect to the proposal for “RFP for Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years”, Bidder _____ <Name of the Bidder> has supplied the products in up and running condition as follows

Sr. No.	Products	Make and Model	Quantity
1.	Desktop		
2.	Card Printer		
3.	:::		
4.	:::		

Bidder _____ <name of the bidder> has supplied above products in good condition, brand new and unused. Bidder has also installed and commissioned above hardware along with required software. Bidder has also completed required and necessary civil work, has set up physical furniture, and has completed all required mechanical, electrical and plumbing work and associated physical infrastructure at respective RTO office, as per said tender document.

I /We hereby acknowledge the receipt of products in good condition and issue Letter of Acceptance to Bidder _____ <Name of the Bidder> for RTO / ARTO/DTO office _____ <Name of RTO / ARTO/DTO office> on date DD/MM/YYYY.

Sincerely,
(Signature of the RTO / ARTO/DTO
Authority)Name:
Designation:
Seal:
Date:
Place:

5.16. Annexure 16: Undertaking on Authenticity of Computer Equipment

(On Rs. 100/- Non-judicial stamp paper by the Bidder)

To,
The Transport Commissioner Chhattisgarh State

Reference: NIT No. :

Dated:

We <Name of the Successful Bidder> hereby undertake that all the hardware, networking and connectivity components / parts / assembly and software used in the equipment shall be genuine, original and new obtained from respective OEMs of the products and that no refurbished/ duplicate/ second hand hardware, networking and connectivity components / parts / assembly / software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name / logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the delivered and commissioned equipment, we agree to take back the equipment already supplied at our cost and replace it with compliant equipment and that you will have the right to forfeit our EMD / PBG for this bid or take suitable action against us.

Yours faithfully,

For and on behalf of M/s (Name of the Successful Bidder)

(Authorized Signatory)

Please attach proof Name,

Designation & Contact No.

Address: _____

Successful Bidder's seal & stamp

5.17. Annexure 17: Format for Earnest Money Deposit (EMD) as Bank Guarantee

Tender. No.:

Date:

Bank Guarantee No.:

To,
The Transport Commissioner

For bidding for the tender bearing number _____ dated _____ for the project “RFP for Selection of a Service Provider for Centralized Printing of Registration Certificates and Driving License for Transport Department in the State of Chhattisgarh for a period of 10 years” (Hereinafter referred as ‘RFP’) We, _____ a company registered under Indian Companies Act, 1956/2013 (hereinafter called the “Bidder”), this is to certify that at the request of the Bidder we _____ Bank, and having one of the branches at _____ (hereinafter called the “Bank”) are holding in trust in favour of Transport Department, Government of Chhattisgarh (hereinafter referred as 'TDC'), the amount of Rs () to indemnify and keep indemnified the TDC against any loss or damage that may be caused to or suffered by the TDC by reason of any breach by the Bidder of any of the terms and conditions of the RFP and the bidding process as described in the RFP and corrigendum.

We agree that the decision of TDC, whether any breach of any of the terms and conditions of the RFP and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by TDC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to TDC.

We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the RFP and bidding process by the Bidder i.e. till _____ (write a date which is 180 days from the Last date (deadline) from bid submission in response to RFP notice- hereinafter called the said date) and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank, notwithstanding the fact that the notice of any such claim is given to us _____ Bank, by TDC before the said date.

Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from TDC.

It is fully understood that this guarantee is effective from the last date (deadline) for uploading of bids in response to RFP notice and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of TDC.

We undertake to pay to TDC any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

We _____ Bank, further agree that TDC shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by TDC against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said RFP and we, _____ Bank, shall not be released from liability of TDC under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by TDC to the said Bidder or for any forbearance and or omission on the part of TDC or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder or any absorption, merger or amalgamation of the Bank or the Bidder with any other person.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).

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

Signature of Authorized Signatory (with official seal)

Date :
Place :
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

Signature of Witness 1

Signature of Witness 2

Name: _____
(Bank's common seal)

Name: _____

Bank details of Transport department is mentioned below can be used for Bank Guarantee:

Place:

5.18. Annexure 18: Format for Financials from Statutory Auditors of the Bidder

<On a letter head of Statutory Auditors of the bidder>

This is to certify that <Bidder name> having its registered office at _____ have average turnover and Net worth as on 31st March 2019 (to be calculated as per guidelines given in the RFP) required as per Pre-qualification under “Instructions to Bidders” of Tender Number _____ for previous three financial years, as under:

Financial Year	Annual Turnover from manufacturing/supplying, and printing PC/PVC/PetG/ABS Cards	Net Worth calculated as per guidelines of given in the RFP
	Rupees in Crore	
2017-18 (Audited)		
2018-19 (Audited)		
2019-20 (Audited)		
Average turnover for last three financial years from manufacturing/supplying, and printing PC/PVC/PETG cards		NA

Supporting Document Reference for the above is as follows: <Page number, file name>

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

5.19. Annexure 19: Undertaking from Bidder on Manufacturing of PC cards

(On letterhead of the Bidder and signed by Authorized Signatory or Legal Head)

Ref:

Date:

To,

The Transport Commissioner

Sub: Undertaking from bidder as a manufacturer of polycarbonate cards for Tender No.

.....

Sir,

We, <Bidder Name>, having our registered office at <Bidder office address>, are an established manufacturer of polycarbonate cards.

We, hereby, confirm that the performance and production capacity of the installed plant and machinery, for the polycarbonate cards, is sufficient to meet the requirement mentioned in the RFP. The maximum production capacity of the installed plant is _____ cards per financial year. We <Bidder Name> have manufactured and supplied _____ no of PC cards in last three financial years.

We confirm that we have worked out all the necessary logistics, and there won't be any delay in the delivery of cards and the corresponding support. We ensure to provide the required polycarbonate cards for a period of 10 years from date of signing of the contract with TDC.

We understand that any false information / commitment provided here may result in the <Bidder Name> getting debarred from doing any business with TDC.

Thanking You

For <Bidder Name>

< (Authorized Signatory)>

Seal

Name:

Designation:

Part II: Draft Concessionaire Agreement

<< To be executed on Stamp Paper as mandated by the Law >>>

THIS AGREEMENT made the _____, day of _____ 2021

BETWEEN

The <Successful Bidder name> having its office at _____ (hereinafter referred to as "Successful Bidder") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

Transport Commissioner, Government of Chhattisgarh (hereinafter referred to as the "TDC") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns of the Second Part.

WHEREAS

The Successful Bidder has tendered for providing services per the terms and conditions mentioned in the Request for Proposal number _____ (from herein after referred to as "RFP") and the all subsequent corrigenda published and as per the Technical and Financial Bid submitted in response to the RFP. Whereas such tender has been accepted and the Successful Bidder has deposited / provided Bank Guarantee to TDC for the sum of Rs. 100,00,000/- (Rs. one Crore only) as Performance Bank Guarantee (PBG) for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Successful Bidder has accepted the contract on the terms and conditions set out in the RFP as well all response to queries via clarification published which shall hold well during period of this contract.

Refund of PBG shall be based on the timelines, terms and conditions as has been specified in the RFP and shall form a part of the contract and will be returned to the Successful Bidder but without interest and after deducting there from any sum due by the Successful Bidder to TDC under the terms and conditions of this contract.

This contract shall remain in force for complete project period of 120 months from date of signing of contract. However, either party may terminate the contract if the other party is in material breach of this contract and has not been rectified by the other party within the time specified in the RFP.

In witness whereof the said Successful Bidder has set his hand hereto and the TDC has affixed his hand and seal thereto the day and year first above written.

All terms and conditions as specified in the RFP, clarifications issued and corrigendum issued in regards to the RFP as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

The Successful Bidder shall be responsible to abide and shall be liable to deliver as per the requirements/deliverables as has been specified to in the RFP, clarifications issued and corrigendum issued in regards to the RFP as has been mentioned above and any higher deliverables as has been committed to by the Successful Bidder in the Proposal or any subsequent document submitted to & accepted by TDC as part of award of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- a. RFP along with all Annexures No: _____ issued on _____
- b. Corrigendum No _____ issued on _____
- c. Clarifications to bidders queries issued on _____
- d. Technical Bid submitted by Successful Bidder on _____
- e. Commercial Bid submitted by the Successful Bidder on _____
- f. Service Levels defined in RFP
- g. Non-Disclosure Agreement signed between TDC and Successful Bidder dated _____

IN WITNESS whereof the parties hereto have signed this on the _____ day, _____ month and _____ year first herein above written.

Signed, Sealed and delivered

By

Mr. _____

For and on behalf of Transport department, Government of Chhattisgarh

Signed, Sealed and delivered

By

Mr. _____

For and on behalf of <Successful Bidder name>

Witnesses:

1. <Witness one>
2. <Witness two>