



**ODISHA MOTOR VEHICLE DEPARTMENT
GOVERNMENT OF ODISHA**

**REQUEST FOR PROPOSAL (RFP) FOR
SELECTION OF OPERATOR(S) FOR ESTABLISHMENT, OPERATION &
MAINTENANCE OF AUTOMATED DRIVING TEST SYSTEM (ADTS) ON PPP MODEL
IN ODISHA**

Volume 1: Instructions to Bidders
December 2021

RFP No. LX- 100/2021/120/TC Date 05.01.2022

Office of the Transport Commissioner cum Chairman, STA
Motor Vehicle Department, Government of Odisha
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Cuttack- 753002
Tel: 91-671-2507042
Fax: 91-671-2507238
Email: ori-transportcomm@nic.in
Website: <http://odishatransport.gov.in/>

DISCLAIMER

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Motor Vehicle Department, Government of Odisha (hereby referred as “Authority”) to any party hereunder. The purpose of this RFP is to provide the Bidders with information to assist in the formulation of their Bid. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability (financial or otherwise) under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of RFP document.

The Authority shall in its absolute discretion, but without being under any obligation to do so, update, amend, delete, cancel or supplement any of the clauses in the RFP document. The Authority reserves the right not to proceed with the selection process or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a Bid. The Authority reserves the rights to withdraw, cancel, terminate, change or modify this RFP and/or selection process and/or requirements of Selection stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same. No reimbursement of costs of any type shall be paid to persons, entities submitting a Bid/Eligibility and Qualification Submission. The Authority shall not be responsible for any costs or expenses incurred by the Proposers in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites.

The qualified Proposers would be selected based on the criteria herein mentioned. The Proposers are required to submit the qualification documents and other information as specified in relevant sections of this RFP.

TABLE OF CONTENTS

DISCLAIMER.....	2
RFP SCHEDULE AND DETAILS OF RFP FEES & EMD	4
1) BACKGROUND	6
2) PROJECT CONCEPT	7
3) SELECTION PROCESS.....	10
4) GENERAL.....	14
5) DOCUMENTS	15
6) EVALUATION CRITERIA	16
7) PREPARATION AND SUBMISSION OF BID.....	21
8) EVALUATION PROCESS	24
9) SELECTION OF OPERATORS	31
10) NOTIFICATION OF AUTHORISATION	32
11) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE (PS) & CIRT’S PMC FEE	32
12) SIGNING OF OPERATOR AGREEMENT	33
13) SITE VISIT AND VERIFICATION OF INFORMATION.....	34
14) CONFLICT OF INTEREST	34
15) MISCELLANEOUS	36
ANNEXURES	37
1) COVER LETTER.....	38
2) GENERAL INFORMATION OF BIDDER.....	41
3) NO BLACKLISTING CERTIFICATE	42
4) UNDERTAKING FOR TECHNICAL MANPOWER	43
5) IT PROJECT EXPERIENCE.....	45
6) VIDEO ANALYTICS BASED PROJECT EXPERIENCE	46
7) FORMAT FOR CERTIFICATION FOR ANNUAL TURNOVER FROM CHARTERED ACCOUNTANT	47
8) FORMAT FOR CERTIFICATION FOR NETWORTH FROM CHARTERED ACCOUNTANT	48
9) JOINT SELECTION AGREEMENT FOR CONSORTIUM	50
10) STATEMENT OF DEVIATION FROM TECHNICAL SPECIFICATIONS	51
11) FORMAT OF POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY TO PARTICIPATE IN THE SELECTION PROCESS	52
12) FORMAT OF POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM	54
13) BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT.....	56
14) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE FORM	58
15) SECTION A: INDICATIVE FORMAT OF COMMERCIAL BID.....	62

RFP SCHEDULE AND DETAILS OF RFP FEES & EMD

Name of Work	REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF OPERATOR(S) FOR ESTABLISHMENT, OPERATION & MAINTENANCE OF AUTOMATED DRIVING TEST SYSTEM (ADTS) ON PPP MODEL IN ODISHA	
Schedule	Website for Downloading of RFP Documents	www.odishatransport.gov.in www.odisha.gov.in
	Downloading of RFP Documents	6 th January 2022 onwards
	Queries to be sent at	Bidders shall have to post their queries on addl.comm.tech@gmail.com On or before 20 th January 2022 by 1000 hrs
	Pre-Bid Meeting Date, Time & Venue	On 24 th January 2022 at 1400 hrs at Office of the Transport Commissioner cum Chairman, STA Motor Vehicle Department, Government of Odisha 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack – 753002 Note: Bidders interested in Pre-Bid meeting can request for Virtual meeting link one day before on addl.comm.tech@gmail.com
	Due Date of Submission of Bid Documents	Bids along with DD for RFP Fee shall be submitted on or before 23 rd February 2022 by 1600 hrs at Office of the Transport Commissioner cum Chairman, STA Motor Vehicle Department, Government of Odisha 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack - 753002
	Technical Bid Opening Date, Time & Venue	On 24 th February 2022 at 1600hrs at Office of the Transport Commissioner cum Chairman, STA Motor Vehicle Department, Government of Odisha 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack - 753002
	Commercial bid Opening Date, Time & Venue	Date & Time shall be intimated separately to the shortlisted bidders. Venue: Office of the Transport Commissioner cum Chairman, STA Motor Vehicle Department, Government of Odisha 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack - 753002
Bid Validity period	180 days from the date of Due Date of Submission	

RFP Fee	RFP Fee	Non-refundable INR 10000 /- (Rupees Ten Thousand only) plus GST towards processing fee and shall be paid in the form of Demand Draft in the name of “Transport Commissioner cum Chairman, STA, Government of Odisha”
EMD	Earnest Money Deposit	INR 40 lakhs (Rupees Forty lakhs only) in the form of Bank Guarantee as detailed in Annexure of Volume 1 of RFP
PSD	Performance Security Deposit	INR 1.2 crores (Rupees One crore twenty lakhs only) in the form of Bank Guarantee as detailed in Volume 1 of RFP.
Special Condition for RFP Fee		Bidder shall submit DD for RFP Fee along with technical and commercial bids.

1) BACKGROUND

Motor Vehicle Department, Government of Odisha (hereafter referred as “Authority/OMVD”) is entrusted with the responsibility of providing an efficient transportation system, control of vehicular pollution, registration of vehicles, issuance of Driving licenses, issuance of various permits, collection of road taxes under the Odisha Motor Vehicles Taxation Act 1975 and Odisha Motor Vehicles Rules, 1976. The department also entrusted in policy-making, co-ordination, implementation, monitoring and regulatory functions of all the Transport related aspects of Odisha. The department basically is responsible for enforcing the following:

- The Motor Vehicles Act, 1988
- Motor Vehicles (Amendment) Act 2019
- Central Motor Vehicles Rules 1989
- Central Motor Vehicles (First Amendment) Rules, 2020
- Odisha Motor Vehicles Taxation Act, 1975
- Odisha Motor Vehicles Taxation Rules, 1976

The Motor Vehicle Department is regulated by the Government of Odisha in terms of policy formulation and its implementation. The Department is administered by the State Transport Commissioner cum Chairman, STA who is the Head of the Motor Vehicle Department. Their vision is to provide and facilitate transport related services to the people with a thrust on speed, safety, environment-friendliness and fuel-efficiency in a transparent and citizen-friendly fashion, thus accelerating the growth and development and thereby furthering the interests of the State and Nation.

To ensure the attainment of the departmental objectives in the area of driver licensing, OMVD appointed CIRT, Pune as consultant for providing technical guidance and assistance in issuance of RFP for the selection of Operator(s) for Establishment, Operation and Maintenance of ADTS on PPP model in Odisha for motor cycles and light motor vehicles in the State. The works shall include the following but not limited to automation of the driving tracks using video analytics which shall include development, design, installation, operations and maintenance of Automated Driving Testing System (ADTS) at selected locations as per Annexure 1 of Volume 2 of the RFP in the state for motor cycles and light motor vehicles in the State of Odisha through Public Private Partnership (the “PPP”). The estimated initial capital investment of the project is to the tune of Rs 40 crores approximately. The OMVD has decided to carry out the selection process with the assistance of CIRT, Pune for selection of entities as Operator(s) who may be authorized. CIRT in its role as Project Management Consultant to the Authority for the proposed project, shall prepare the RFP document, evaluate the technical bids submitted and shortlist the Operator(s) in consultation with the Authority.

2) PROJECT CONCEPT

The OMVD, with an objective to reduce the accidents\fatalities, for better service delivery with more transparency and accountability, intends to establish Automated Driving Test System across various locations in the State of Odisha on PPP Mode. It is planned to have such Centres at all RTOs in the state in two phases. The ibid RFP is for selection of an Operator(s) for locations as per the list enclosed in Volume 2 of the RFP in place to achieve the objective of checking the driving skill of an applicant for driving license and to ensure transparency while issuing driving licenses. This new initiative will also ensure that significantly higher bar is set for checking the driving skill of a prospective license holder.

2.1 DRIVING TEST TRACKS

- 2.1.1 Each RTO identified shall have two driving testing centers with separate driving test tracks for motorcycle and light motor vehicle categories and will use video analytics-based technology to assess the driving skill of the applicant.
- 2.1.2 Two-wheeler / LMV testing centers shall be established at each of the locations identified for the project. The number of Two-wheeler / LMV testing centers to be established at each location shall be as per the requirements outlined in Annexure 1 of Volume 2 of RFP. The individual driving test tracks required to test the applicants seeking permanent driving license at a center for each category of vehicle are
- a) Two-wheeler center - 1 (one) track for two-wheeler
 - b) LMV center - 7 (seven) tracks for light motor vehicle
- Details of the number of driving test tracks and specifications of the same are enclosed in Volume 3 of RFP

2.2 BUILDING, ELECTRIC, HUMAN RESOURCE AND OTHER INFRASTRUCTURE REQUIREMENTS

- 2.2.1 The office space for administration area & counters, control room, driving test tracks, campus lighting shall be provided by the Authority. The Authority will provide electricity, water and necessary utilities' connections required for carrying out the driving testing operations at each project site.
- 2.2.2 The Operator(s) shall subsequently arrange for additional infrastructure like computers, networking components, servers, underground HDPE/GI pipes for cameras, sensors, computer networking, electrical accessories, furniture, poles, traffic cones etc. required for the ADTS in the driving test tracks, control room and registration counters at each location during the entire period of contract. Details of the same are provided in Volume 3 of RFP.
- 2.2.3 The Operator(s) shall undertake supply, installation, operation and maintenance of the system including electrification work required for the proposed system and other utilities like, air conditioning, video viewing equipment in the control room, training / waiting area etc as per Volume 3 of RFP during the period of contract.

- 2.2.4 The Operator(s) shall be responsible for payment of all utility expenses (electricity, water, telephone, internet/broadband services / lease line) for the services being utilized by the operation of ADTS and VAS.
- 2.2.5 The Operator(s) shall provide minimum technical manpower as per RFP conditions during the period of contract for managing the operations and maintenance activities of the ADTS.
- 2.2.6 The Operator(s) shall provide adequate inventory at each site to take care of all maintenance activities (both preventive and breakdown events) along with trained manpower.
- 2.2.7 The Operator(s) shall provide leased line connection of minimum 30 Mbps 1:1 at each project site. If the same cannot be provided, the Operator(s) shall provide broadband connection of 30 Mbps to provide services as per the contractual terms.
- 2.2.8 The Operator(s) shall integrate the proposed system with SARTHI. The APIs for the same would be provided by the Authority.
- 2.2.9 The Operator(s) shall integrate the proposed system with the Authority's Queue Management System being provided by a third party. The APIs for the same would be provided by the Authority.

2.3 SCOPE OF WORK

The scope of work describing the tasks to be undertaken by the Operator(s) upon being shortlisted by the Authority is detailed under Scope of Works in Clause 4 in Volume 2 and Volume 3 of RFP.

2.4 USER FEE

- 2.4.1 The Operator(s) shall be paid 'User Fee' for carrying out all the tasks as stipulated in the Scope of Works detailed in Volume 2 of the RFP. The Operator(s) shall be paid 'User Fee' considering all its risks, obligations and liabilities set out in or to be reasonably inferred from this RFP Document including but not limited to matters in respect of the civil construction, equipment delivery up to site, insurance, freight costs, customs clearances, interface management, detailed design, detailing, coordination, value engineering, specialist system procurement, provision, erection and/or installation, testing, certification, commissioning, documentation, training if any, defects remediation, operations & maintenance during the contract tenure, reporting to OMVD and related works.
- 2.4.2 The user fee for two-wheeler and LMV categories of tests during the contract tenure shall be identified through the bidding process.
- 2.4.3 The user fee identified through the bidding process shall be increased every five years throughout the contract tenure as per clause 24 in Volume 2 of RFP.

2.5 PAYMENT OF USER FEE

The payment mechanism to the Operator(s) in lieu of the services provided by it as per the provisions

of RFP, hereinafter referred as "User Fee" is detailed in Volume 2 of RFP.

2.6 OPERATING CONDITIONS

- 2.6.1 The ADTSs shall be operated for a minimum of 8 hours per day on all working days as per the Odisha Government's notified calendar of the Authority at each respective location.
- 2.6.2 The centers may be operated beyond the office hours and on holidays to conduct testing to meet the appointment schedules or training or to provide service to other organizations or allow practice by individuals limited to the provisions of the RFP without disturbing the Authority's appointment schedule of candidates seeking permanent driving license.
- 2.6.3 The Authority reserves the right to increase/decrease the working hours and working days based on the testing demand at each location.

2.7 CONTRACT TENURE

- 2.7.1 The tenure of the contract agreement of the selected Operator(s) at each location/center shall be ten (10) years from the date of commencement of operations approved by the Authority within 15 days of CIRT's final clearance for operations based on inspection of the installed hardware and functional software testing and approval of the Authority to commence operations.
- 2.7.2 The Authority reserves the right to extend the contract beyond the agreed tenure if required or felt necessary based on the agreed terms and conditions of the Authority.

2.8 NUMBER OF CENTERS

The selected Operator(s) shall have to implement the system at thirty-eight (38) locations as per Annexure 1 enclosed in Volume 2 of the RFP.

2.9 PROJECT MANAGEMENT CONSULTANCY FEES (PMC)

The OMVD has appointed CIRT, Pune as the Project Management Agency for the project. Payment of charges to CIRT by the Operator(s) for project execution at the ADTS has been outlined in Volume 2 of RFP.

2.10 FRAUDULENT AND CORRUPT PRACTICES

- 2.10.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Applicant 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 in the Bidding Process.
- 2.10.2 Without prejudice to the rights of the Authority under Clause 2.10.1 here in above, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

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

2.10.3 For the purposes of this clause, the following terms shall have the meaning here in after respectively assigned to them:

- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority) who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority to any matter concerning the Project;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“Undesirable practice”** means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 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 Bidding Process.

3) SELECTION PROCESS

3.1 BRIEF DESCRIPTION OF THE SELECTION PROCESS

This RFP is divided into three Volumes namely 1) Instructions to Bidders, 2) Operator Agreement and 3) Technical Specifications. Volume 1 deals with background, instructions and process of Selection. Volume 2 is the draft format of the Agreement that will be signed between the Authority

and the Operator(s). It contains all conditions of the contract. The Operator Agreement sets forth the terms and conditions for grant of the contract to the Operator(s), including the scope of the Operator(s)'s services and obligations (as part of the Selection Document). Volume 3 contains the technical specifications of all IT and non-IT components to be adopted for establishment, operations and maintenance of the ADTS. Prospective Bidder is advised to read all volumes thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his Selection. Some of the Key terms are summarized in the next section.

- 3.1.1 The Authority invites proposals through Bids in a Two stage system (Collectively referred as the "Selection Process") for selection of competent Operator(s) for the award of the Contract. Proposals shall be submitted as mentioned in the RFP Schedule only.
- 3.1.2 Complete proposal with the prescribed forms should be submitted at the designated place on or before the time and date fixed for submission of Bids ("Bid Due Date") as per the details mentioned in the RFP Schedule. Bids submitted after Bid Due Date and time will be rejected.
- 3.1.3 The Bidders shall have to meet eligibility and qualification criteria provided in the RFP.
- 3.1.4 The Bids received will be shortlisted based on CIRT evaluation and recommendation in consultation with the OMVD.
- 3.1.5 The Authority shall select and authorize Operator(s) based on the bidding process and evaluation as per clause 8 of Volume 1 of RFP for the identified contract tenure.

3.2 DUE DILIGENCE & SITE VISITS

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment/Project, all instructions, forms, terms and conditions of RFP, local site conditions and any other matters considered relevant by them before submitting the Eligibility and Qualification Submission/Bid by paying visit(s) to the RTOs and sending written queries to the Authority before the due date. Proposers are encouraged to submit their respective Proposals after visiting the respective Authorities/Site Office(s) and ascertaining for themselves the availability and condition of driving licensing traffic, location, weather/climatic conditions, lighting conditions, condition & status of civil infrastructure available at each location (including test tracks, training & waiting area and control room), applicable laws and regulations, and any other matter considered relevant by them.

3.3 ACKNOWLEDGEMENT BY BIDDER

- 3.3.1 It shall be deemed that by submitting the eligibility and qualification submission/Bid, the Bidder has:
 - a) made a complete and careful examination of RFP
 - b) received all relevant information requested from the Authority;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and
 - d) acknowledged that it does not have a Conflict of Interest

e) Agreed to be bound by the undertakings provided by it under and in terms hereof.

- 3.3.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.4 COST OF BID

The Bidders shall be responsible for all of the costs associated with the preparation of their Eligibility and Qualification Submission/Bids and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.5 RFP CURRENCY

All prices quoted in the RFP shall be in Indian National Rupee(s) (INR).

3.6 RFP FEE

- 3.6.1 The non-refundable RFP fees towards processing fee should be paid as indicated in the RFP Schedule.
- 3.6.2 Any Bid not accompanied with RFP Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Bids of such Bidder shall not be evaluated further.

3.7 EARNEST MONEY DEPOSIT ("EMD") OR BID SECURITY

- 3.7.1 The Bidder shall furnish separate bid security (also referred to as "Earnest Money Deposit" (EMD) for Captioned work as part of his bid as per the details given in the RFP Schedule.
- 3.7.2 Any bid not accompanied with valid Earnest Money deposit in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- 3.7.3 After the bid due date and within the period of validity of his bid, the Earnest Money Deposit paid by the Bidder is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect or engages in any fraudulent practices.
- 3.7.4 No interest will be payable by the Authority on the Earnest Money Deposit.
- 3.7.5 The Earnest Money Deposit of the successful Bidder will be returned after the contract Security Deposit cum Performance Security is furnished.
- 3.7.6 If the successful Bidder fails to furnish the Security Deposit cum Performance Security as specified in the Operator Agreement, then the Earnest Money Deposit shall be liable to be forfeited by the Authority, in addition to any other actions as per terms and conditions stipulated in the bid documents.

- 3.7.7 The Earnest Money Deposit of all unsuccessful Bidders at each location will be returned to them at the earliest after expiry of the final bid validity date & latest by the 30th day of signing of the Agreement by the Authority at the respective location.
- 3.7.8 The Bid Security of a Bidder shall be forfeited in the following events:
- a) If a Bidder withdraws/modifies/changes the proposal during the period of Bid validity; or
 - b) In the case of a Successful Bidder, if the Bidder fails to sign the Agreement within the stipulated time as specified by the Authority.
 - c) Successful Bidder fails to furnish the required Performance Security within stipulated time in accordance with RFP terms set forth herein.
 - d) In case of a fraudulent offer and involved in fraudulent or corrupt practice as per RFP terms.
 - e) In the event, Bidder, after the issue of communication of acceptance of his bid by Authority, fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
 - f) In case of occurring any other event as may be specifically stated in the RFP document.

3.8 BID VALIDITY

- 3.8.1 Bids shall remain valid for a period of 180 days after the due date for submission of Bids as per details given in the RFP Schedule. The Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than Bid Validity Period and Authority shall not be liable to send an intimation of any such rejection to such Bidder.
- 3.8.2 In exceptional circumstances, prior to expiry of the original Bid validity period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with RFP terms in all respects.

3.9 SCHEDULE OF SELECTION/BIDDING PROCESS

As mentioned in the Bidding Schedule and Selection of Operator(s) detailed in Volume 1 of RFP.

4) GENERAL

4.1 ELIGIBLE BIDDERS

Bids are permitted from Bidders as either Company/ Partnership firm/ Proprietary Firm/ PSU / Joint Venture / Consortium of a maximum three members led by a Lead Member.

4.2 NUMBER OF BIDS

No Bidder or any member of Consortium / JV shall submit more than one Bid/Eligibility and Qualification Submission and commercial bid pursuant to this RFP. Any Bidder applying individually or a part of a group of Bidders applying as a Consortium / JV shall not be entitled to submit another Bid either individually or as members of another Consortium / JV, directly or indirectly, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, such proposals shall be disqualified and rejected.

4.3 REJECTION OF BID

- 4.3.1 A Bid is likely to be rejected by the Authority without any further correspondence, as non-responsive, if:
- a) Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document;
 - b) Bid isn't submitted along with forms annexed in the RFP Document;
 - c) RFP Fees does not conform to the provisions set forth in this RFP;
 - d) In case of fraudulent Bid and involved in fraudulent and corrupt practice as per the RFP document
 - e) Even though the Bidders may meet the Eligibility and Qualification Criteria (i.e Financial and Technical Capability criteria), they are subject to be disqualified for any of the following reasons:
 - i) Misleading or false representation in the forms, statements and attachments submitted under this RFP.
 - ii) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the Bidder or financial failure due to bankruptcy.
 - iii) Bidder is blacklisted/barred by any Government Agency in India or abroad.
- 4.3.2 Failure of any one (or more) of the conditions set forth herein above may result in rejection of Bid.
- 4.3.3 In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on evaluation or selection of Operator(s), it may result in rejection of such Bidder's proposal.
- 4.3.4 Bidders may specifically note that while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance delaying the processing of selection

then the Bidders so involved are liable to be disqualified for this contract as well as future Bids/contracts.

- 4.3.5 Even though the Bidder meets the required Eligibility and Qualification criteria specified in RFP, it is subject to be disqualified if Bidder or any of its constituent partner/s, director/s have:
- a) made misleading or false representation in the forms, statements, and attachments submitted;
 - b) been debarred or terminated or blacklisted by Central Govt. Organization / State Govt. organization / OMVD / Any Municipal Corporation / ULBs etc.
 - c) if, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
 - d) not agreed to comply with the rules of the bidding process set forth in the RFP document.

4.4 GOVERNING LAW AND JURISDICTION

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar/Cuttack, Odisha State in the Republic of India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process, Project Execution, & Operations and Maintenance during the Contract Tenure.

5) DOCUMENTS

5.1 CONTENT OF RFP

This RFP comprises of the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with RFP conditions.

1. Volume 1: Instructions to Bidders
 - a) Disclaimer
 - b) Notice Inviting Bids
 - c) Instructions to Bidders
 - d) Annexures specifying Forms / other Formats
2. Volume 2: Operator Agreement
3. Volume 3: Technical Specifications
4. Any Modifications / Amendments / Corrigendum made by Authority in RFP.

5.2 CLARIFICATION TO RFP DOCUMENTS

- 5.2.1 Bidders requiring any clarification on the RFP may notify the Authority by email at the address provided in the RFP Schedule. They should send in their queries on or before the date mentioned in the RFP Schedule. The Authority shall endeavor to respond to the queries at short span of time prior to Bid Due Date. The responses of queries will be uploaded on the website as mentioned in the RFP Schedule.

- 5.2.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 5.2.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Selection Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

5.3 AMENDMENT OF SELECTION DOCUMENTS

- 5.3.1 At any time prior to the Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
- 5.3.2 Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website as indicated in the RFP Schedule.
- 5.3.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Due Date of Submission.

6) EVALUATION CRITERIA

All Bids must be considered responsive as described earlier in order to be considered fit to be evaluated. As a first stage of evaluation for responsive Bids, technical and financial qualification shall be evaluated. In case the Bidder is a Consortium / JV then it must meet Additional Consortium / JV criteria specified in clause 6.2 along with Eligibility and Qualification Criteria specified hereunder. Bidders whose Bids are found to be meeting Eligibility Criteria and Qualification Criteria will progress to the next stage of Evaluation.

6.1 ELIGIBILITY CRITERIA (PRE-QUALIFICATION CRITERIA)

The following Eligibility Criteria shall apply to all Bidders who are applying as Company/ Partnership firm/ Proprietary Firm/ PSU / Joint Venture / Consortium

- 6.1.1 The Bidder or/ and all members who are legally competent to enter into a contract as per prevailing Indian law, and must be either a:
- a) Company incorporated under the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013) as notified from time to time, (Copy of Certificate of Incorporation, Memorandum and Article of the association of the Bidder should be submitted) Or
 - b) Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted) Or

- c) Registered proprietary firm in India (Copy of GST registration, EPF registration, as may be applicable, should be submitted). Foreign firms constituted under respective foreign law not having a registered office in India are allowed to participate in the bidding as a Proprietary Firm or Consortium member with a condition that the concerned bidder will get it registered within 3 months from the opening of the commercial bid failing which, the EMD will be forfeited and the firm shall be blacklisted. Or
- d) Consortium / Joint Venture is permitted to participate in Selection Process. Maximum number of consortium members is limited to 3 (three) members, with respective qualifications and role as provided for in Selection Conditions for Proprietary Firms and Consortium / JVs. In case of a consortium, the consortium must mandatorily include one Technical Partner meeting respective qualifications. The other consortium members may be either a Technical Partner/Financer/Operator(s).

Details are to be provided as per the format indicated in Annexure 2 of Volume 1 of RFP.

- 6.1.2 The Bidder/s or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Qualification Criteria specified in the RFP shall not have been blacklisted by any Government Agency/PSU, or have indulged in serious fraudulent practices in India or abroad at the time of Due Date of Submission. In this regard, a Self-Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 3 of Volume 1 of RFP.
- 6.1.3 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified / defined in RFP.
- 6.1.4 Lead member of the Consortium can be
 - a) Either of Technical Partners if consortium has more than one Technical Partner or
 - b) Financer if consortium member has a Financer.
- 6.1.5 The Technical Partner of the JV with Video Analytics Experience shall not have less than 10% equity share in the JV. Other members of the JV shall not have less than 10% equity share in the JV.
- 6.1.6 In case of Consortium, the lead member of the consortium shall be responsible for the completion of all responsibilities and performance parameters. However, all members of the Consortium shall be liable jointly and severally for all obligations of the Operator(s) in relation to the Project during Contract Period. The consortium agreement or the Memorandum of Understanding should have relevant clauses of equity and joint responsibility to this effect.
- 6.1.7 The Lead Member of Consortium should have a positive net worth in the financial year 2020-21.
- 6.1.8 Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

6.2 SELECTION CONDITIONS FOR PROPRIETARY FIRM AND CONSORTIUM

Bids may be presented by Company/ Partnership firm/ Proprietary Firm/ Joint Venture / Consortium.

Following conditions are prescribed in Selection by Proprietary Firm / Consortium / JV:

- 6.2.1 If the Bid is by a Proprietary Firm, the Bidder should be a registered firm only who is meeting the prescribed qualifications and who is delivering the scope of works under this Project. Sub-contracting specific tasks of minor activities such as civil/electrical works by experienced/qualified subcontractors not limiting the performance of software by Proprietary Firm is not restricted. The sub-contracting of the above-mentioned tasks shall be undertaken by the Operator(s) with the consent and approval of the concerned RTO/ARTO at each location.
- 6.2.2 The Bid documents should be submitted by the Lead Member of the Consortium.
- 6.2.3 The Bidder (or any member of the Consortium) must mandatorily have a team with technical qualifications detailed in Annexure 4 for development of software based on video analytics and for maintenance activities during operations upon award of contract. HR Head of the organisation may sign a document bearing the letterhead of the Bidder or Lead Member in case of a consortium indicating that the required profiles in the RFP shall be made available upon award of contract. Once the Bidder(s) wins the project, details of the persons meeting the requirements should be submitted by the Operator(s) to the Authority upon signing of the contract agreement.
- 6.2.4 Any replacement in the Consortium partners shall not be permitted at any stage of the project. No change in composition of the Consortium shall be permitted during the Selection Process and during the Contract Period, in case the Project is awarded to the Consortium.
- 6.2.5 Bidders Selection as Consortiums must clearly identify their respective roles in the Consortium Agreement.
- 6.2.6 The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Agreement Period.

6.3 QUALIFICATION CRITERIA FOR BIDDERS

Qualification criteria pertaining to each of the three parties envisaged above are presented below:

- 6.3.1 **Qualifications Criteria**
 - a) The Bidder (or any member of the consortium/JV) shall have experience of development, installation and maintenance of
 - at least two multi location IT related service projects providing solutions (minimum 2 service delivery locations for each project) during the last five (5) financial years in India. Details of the same are to be provided as per the format indicated in Annexure 5 of Volume 1 of RFP.

OR

- at least one multi location IT related service projects providing solutions (minimum 4 service delivery locations) during the last five (5) financial years in India. Details of the same are to be provided as per the format indicated in Annexure 5 of Volume 1 of RFP.

Please note that the distance between any two service delivery locations in each project shouldn't be less than 50 kilometers.

- b) The Bidder (or any member of the consortium/JV) shall have experience of successful execution of atleast one project providing Video Analytics solutions in outdoor environment during the last five (5) financial years in India as on bid submission date. Details of the same are to be provided as per the format indicated in Annexure 6 of Volume 1 of RFP.
- c) The Bidder (or any member of the consortium/JV) may have experience of successful execution of atleast one project providing Video Analytics based Driving testing solution with minimum 50,000 tests in LMV Category conducted through the system during the last five (5) financial years in India as on bid submission date. Details of the same are to be provided as per the format indicated in Annexure 6 of Volume 1 of RFP.
- d) The Bidder (or any member of the consortium/JV) must possess a valid (as on the date of submission of Bid) quality certification ISO 9001:2015 or CMMI level 5 or both of above. The Bidder (or any member of the consortium/JV) must also mandatorily possess a valid (as on the date of submission of bid) quality certification ISO 27001.
- e) The Bidder must have Average Annual Turnover as below for the three audited financial years (2018-19, 2019-20 & 2020-21). Format for Certification of Annual Turnover from CA is to be enclosed as per Annexure 7.
 - i) In case of Company/ Partnership firm/ Proprietary Firm: Average Annual Turnover should be atleast INR 25 crores (Rupees Twenty-five crores only) for last three audited financial years.
 - ii) In case of Consortium/JV: Combined Average Annual Turnover of consortium/JV members should be atleast INR 40 crores (Rupees Forty crores only) for the last three audited financial years.
- f) Positive Net Worth
 - i) The Bidder incase of a single entity should have a positive net worth in the financial year ie., year 2020-21. Format for certification of Networth from CA is to be enclosed as per Annexure 8.
 - ii) Incase of JV, each individual member of the JV should have a positive net worth in the financial year i.e. year 2020-21. Format for Certification of Networth from CA is to be enclosed as per Annexure 8.
 - iii) Incase of consortium, lead member of the consortium should have a positive net worth in the financial year i.e. year 2020-21. Format for Certification of Networth from CA is to be enclosed as per Annexure 8.

- g) Qualification of the bidders as per the clauses listed above shall be evaluated based on the Technical Evaluation criteria detailed under clause 8.2.3(g) in Volume 1 of RFP.**

Notes:

- (i) By the term Multi-Location project, it is meant a single project having minimum four (4) locations or two projects having minimum two (2) locations each, where project was executed/ implemented.
- (ii) The Bidder shall be required to comply with all the parameters referred in above and thereupon, if found eligible in pre-qualification criteria than such Bidder shall be eligible for the next round of selection
- (iii) In addition to the provisions regarding the qualifications of the Bidders as set out in clause 3 above the authority may require a Bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such Bidder. The authority shall disqualify any Bidder that fails to demonstrate its qualifications again, if requested to do so. The authority shall promptly notify each Bidder requested to demonstrate its qualifications again as to whether or not the Bidder has done so to the satisfaction of the authority.
- (iv) Undertaking wrt technical team members required as indicated above should be enclosed and signed as per the format indicated at Annexure 4.

6.3.2 Documentary Evidences

- a) Experience Certificate for the Projects which have been completed along with the Completion Certificate issued by the concerned client(s) or satisfactorily working Certificate(s) wherein it is mentioned that the projects have been implemented successfully and is operational in all respect issued by an authorized officer of the concerned Department as per the formats enclosed in Annexures 5 and 6 of Volume 1 of RFP.
- b) Relevant copy of valid quality certificate(s) as on date of the submission of Bid.
- c) Certificate(s) from its CA specifying the turnover of the Bidder in each of the last three financial years accompanied with Bidders audited balance sheet for these years. In case of consortium/JV the above document of both the companies are to be submitted. The certificate so issued should bear the CA's registration number and seal also. Information regarding financial capacity of the Bidder is also to be provided in the format in Annexure 7 of Volume 1 of RFP.
- d) Certificate from CA for net worth is also to be provided in the format in Annexure 8 of Volume 1 of RFP.
- e) Undertaking wrt technical team members required as indicated above should be enclosed and signed as per the format indicated at Annexure 4.

7) PREPARATION AND SUBMISSION OF BID

7.1 LANGUAGE OF DOCUMENTS SUBMITTED

The Qualification and Bid Documents and all related correspondence and documents in relation to the Selection Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid/ Eligibility and Qualification Submission may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. For the purpose of interpretation and evaluation of the documents, the English language translation shall prevail.

The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.

7.2 FORMAT AND SIGNING OF BID

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

7.2.2 The documents shall be signed by the authorized signatory of the Bidder. In case of a Consortium/JV, this signature shall be that of the Authorised signature which shall bind the Bidder to the contract. Each page of the Bid must be numbered at the right-hand top corner. Authority reserves the right to accept or reject a bid if any page isn't signed by the authorized signatory of the Bidder.

7.2.3 The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:

- i) by the proprietor, in case Bidder is a proprietary firm; or
- ii) by a duly authorized person holding the Power of Attorney

7.2.4 In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

7.3 SEALING AND MARKING OF BIDS/ELIGIBILITY AND QUALIFICATION SUBMISSIONS

7.3.1 The Bidders shall submit the following only at designated place as indicated in the RFP Schedule.

Sr. no.	Submission	Signed copies of Documents to be submitted
1	RFP and EMD Fees	<ul style="list-style-type: none"> • DD for RFP Fees
2	Technical Bid	<ul style="list-style-type: none"> • Cover letter as per Annexure 1.

Sr. no.	Submission	Signed copies of Documents to be submitted
		<ul style="list-style-type: none"> • General Information of Bidder as per Annexure 2 along with Bidder's constituting documents such as MOA, AOA, Certificate of Incorporation, Sales tax/GST registration, Partnership deed as may be applicable. For Bidders Selection as Consortium/JV, such information may be furnished for each member of the Consortium/JV. • No blacklisting certificate as per Annexure 3. • Undertaking for Technical manpower as per Annexure 4 • IT Project experience as per Annexure 5 along with documentary proof. • Video Analytics Project and Video Analytics based Driving testing project Experience as per Annexure 6 along with documentary proof. • Valid quality certificate(s) as on date • Financial Capability Statement as per Annexure 7 along with Audited Annual accounts for last three financial years and any other document. For Bidders Selection as Consortium, such information may be furnished for each member of the Consortium as applicable. • Networth as per Annexure 8 • Joint Selection Agreement for Consortiums – Annexure 9 (For Consortiums only) • Statement of deviation in Annexure 10. • Authorisation in terms of Power of attorney/Board or Partner Resolution as per Annexure 11. • PoA for Lead Member of Consortium - Annexure 12 (For Consortiums only) • Solution architecture document • Any other documents required as per the RFP terms supporting as object evidence for above.
3	Commercial bid	Annexure 15 <ul style="list-style-type: none"> • SECTION A: INDICATIVE FORMAT OF COMMERCIAL BID • SECTION B: DETAILED BILL OF QUANTITIES (BOQ)

- 7.3.2 Bidders are required to submit their proposals in two parts, in separate sealed envelopes, both superscripted as "Tender No: " and "RFP for Selection of Operator(s) for Establishment, Operation & Maintenance of ADTS on PPP model in Odisha" and each one appropriately identified as "TECHNICAL BID" or "COMMERCIAL BID" as applicable. Both the sealed envelopes are to be put in one larger envelope and sealed. This envelope is to be marked as "RFP for Selection of Operator(s) for Establishment, Operation & Maintenance of ADTS on PPP model in Odisha" that shall be addressed to

“Transport Commissioner cum Chairman, STA, Motor Vehicle Department, Government of Odisha, 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack- 753002.”

7.3.3 The Proposal:

Bidders are requested to submit the hard copy of the documents in a sealed envelope. The Bid documents consisting of the following are to be received by the Authority before the due date for submission of bids at the address and time limit specified in the RFP Schedule

- a) The sealed envelope marked as “Technical Bid” shall contain the documents and associated enclosures as required as indicated in 7.3.1 above.
- b) The sealed envelope marked, as “Commercial Bid” shall contain “SECTION A: INDICATIVE FORMAT OF COMMERCIAL BID” and “SECTION B: DETAILED BILL OF QUANTITIES (BOQ)” duly filled and signed by an authorized person from the Applicant’s company in two separately sealed envelopes and each one appropriately identified as “SECTION A – COMMERCIAL BID”. or “SECTION B – BOQ” respectively.

7.3.4 Section B of Annexure 15 of Volume 1 of RFP ie., Commercial Bid consisting of Detailed Bill of Quantities (BOQ) of the L1 Bidder only shall be opened by the Authority. Authority reserves the right to reject the bid if the Detailed Bill of Quantities is not submitted as per the format specified.

7.3.5 The BID DOCUMENTS sent through post/courier shall reach Authority as per the details indicated in the RFP Schedule. Authority shall not be responsible for rejection of application because of late submission due to postal / courier service delays. The proposal sent by e-mail will not be accepted.

7.3.6 Technical bid opening will be as per the details indicated in the RFP Schedule.

7.3.7 Authority may at its discretion, extend the deadline for submission of application, by issuing an addendum, sent to contact e-mail address, in which case all rights and obligation of Authority and the Applicants previously subject to the original deadline will thereafter be subject to the extended deadline.

7.3.8 Any BID received by the Authority after the deadline for submission will be rejected unless the Authority decides otherwise.

7.3.9 Authority reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Applicant or submission or submission and without expressing any cause or reason thereof, at any time and at its sole discretion independently verify, disqualify, reject and /or accept any and all Application or other information and /or accept any and all Application, including without limitation pursuant to and/or its connection with:

- a) Receipt of Application after the Submission deadline,
- b) Failure to submit necessary supporting documentation/information following a specific request by or on behalf of Authority.

- 7.3.10 Proposals sent telegraphically or through other means of electronic transmission which cannot be delivered in sealed envelope shall be treated as defective, invalid and shall stand rejected.

7.4 DUE DATE OF BID SUBMISSION

- 7.4.1 The last date and time of submission of the Bid (“the “Due Date of Submission”) is specified in table given in RFP Schedule.
- 7.4.2 The Authority may, in its sole discretion, extend the Due Date of Submission by issuing an Addendum uniformly for all Bidders. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Due Date of Submission as extended. Any such change in the Due Date of Submission shall be notified to the Bidders by dissemination of requisite information in this behalf in writing by uploading on Authority website as indicated in the RFP Schedule as Addenda.

7.5 LATE BIDS

- 7.5.1 Bids submitted after Due Date (“Due Date of Submission”) shall be summarily rejected.
- 7.5.2 Authority shall not be responsible for any non-receipt / non-submission of any Bid / any documents. The Bidders are requested to make submission well in advance.

7.6 MODIFICATION AND WITHDRAWAL OF BIDS

- 7.6.1 Bids shall not be allowed to modify any part of its Bid after the Bid Due Date (“Due Date of Bid Submission”)
- 7.6.2 In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that authority receives written notice of such withdrawal before the expiration of the Bid Due Date.
- 7.6.3 The Bidder may modify, substitute or withdraw its Technical Bid and Commercial bid after submission, prior to the Bid Due Date.
- 7.6.4 Any alteration/ modification in the Bid or additional information supplied subsequent to the Due Date of Submission, unless the same has been expressly sought for by the Authority, shall be disregarded.

8) EVALUATION PROCESS

8.1 OPENING OF TECHNICAL BID/ ELIGIBILITY AND QUALIFICATION SUBMISSION

- 8.1.1 The Authority shall open the Technical Bids/ Eligibility and Qualification Submission received to this RFP, at time and date specified in the RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend. The Bidders’ representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bid opening process.
- 8.1.2 The bids for which the commercial bid is not submitted shall be considered non-responsive and shall not be opened.

- 8.1.3 Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened.
- 8.1.4 The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Bid/ Eligibility and Qualification Submission.
- 8.1.5 The Authority will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP.

8.2 EVALUATION OF TECHNICAL BID/ ELIGIBILITY AND QUALIFICATION SUBMISSION

The Bidders shall be required to submit documents as listed in this RFP document along with supporting documents. The Authority shall examine and evaluate the Bid/ Eligibility and Qualification Submission as per the evaluation steps specified below.

- 8.2.1 Test of Responsiveness for RFP Fee, Timely and proper Submission
 - a) Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - i) The Technical and Commercial bids are submitted properly.
 - ii) Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - iii) The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - iv) It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP);
 - v) It does not contain any conditionality or qualification; and
 - vi) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
 - b) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
 - c) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

8.2.2 Assessment of Eligibility Criteria

The Authority shall examine and evaluate the Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP as per the evaluation steps specified below.

- a) The Authority shall examine and evaluate the eligibility of each Bidder as per provisions of the Eligibility criteria.
- b) The Bidder must meet Eligibility Criteria specified in the RFP and have submitted copies of all documents in order to qualify for next stage of assessment.

- c) Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria along with all relevant documents.

8.2.3 Assessment of Qualification Criteria

- a) The Authority shall examine and evaluate the qualification of each Bid upon determining its eligibility as per sub clause (b) above.
- b) The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for shortlisting of authorization.
- c) In case the Bidder is not able to submit the documents required to demonstrate capability as provided in the RFP and/or the Bidder is not able to satisfy the Authority with regards to clarifications/information/confirmations sought from the Operator(s), the Authority, at its sole discretion, can consider such Bids to be ineligible for next stage of selection process.
- d) The Authority will then evaluate the Bid Documents to assess the Bidder's capability of establishing, operating and maintaining the ADTS.
- e) The Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the "Eligible and Qualified Bids"/ "Eligible and Qualified Bidder").
- f) Physical inspection of the bidder's site shall be conducted by a four-member committee nominated by the Authority to assess the capability of the bidder in implementing the proposed solution. The committee shall comprise of two members of the Authority and two members from CIRT. All travel logistics (Travel by Air to & fro Bhubaneswar/Cuttack/Pune and minimum three-star accommodation) of the committee shall be provided by the bidder. It is the responsibility of the bidder to plan the site inspections as per the schedule of the committee members and also seek prior permissions from the clients.
- g) The Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the "Eligible and Qualified Bids"/ "Eligible and Qualified Bidder") based on a marking scheme as per the technical proposal evaluation criteria detailed below:

Technical Proposal Evaluation Criteria

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

S. No.	Criteria	Marks	Maximum Marks
1	The Bidder (Lead Partner in case of Consortium) must have Average Annual Turnover of last 3 (three) financial years (i.e. 2018-19, 2019-20 and 2020-21) as follows:		15
	INR 20 Crs. to INR 30 Crs	5	

S. No.	Criteria	Marks	Maximum Marks
	INR 30.01 Crs. to INR 75 Crs.	10	
	More than INR 75 Crs.	15	
2	The Bidder (Lead partner in case of consortium) should have a positive net worth in Financial year 2020-21 as per the audited reports:		15
	Upto INR 25.00 Crs	5	
	INR 25.01 Crs. to INR 50.00 Crs.	10	
	More than INR 50.01 Crs	15	
3	The Bidder (Single bidder or any member of Consortium) should have experience of execution of multi-location e-Governance projects in the e-Governance domain in last 5 financial years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21) in India.		15
	2 such projects with minimum 2 service delivery locations for each project or 1 such project with minimum 4 service delivery locations	5	
	4 such projects with minimum 3 service delivery locations for each project or 2 such project with minimum 6 service delivery locations	10	
	6 or more such projects with minimum 3 service delivery locations for each project or 3 or more such projects with minimum 6 service delivery locations	15	
4	The Bidder (or any member of the consortium/JV) shall have experience of successful execution of atleast one project providing Video Analytics solutions during the last five (5) financial years in India as on bid submission date.		6
	1 project providing Video Analytics solutions	2	
	2 projects providing Video Analytics solutions	4	
	3 projects providing Video Analytics solutions	6	
5	The Bidder (Single bidder or both consortium members put together in case of consortium) must have implemented automation solution of at least one driving testing track in any of the State / UT / Government Undertaking of India		9
	50,000 – 1,00,000 tests	3	
	1,00,001 – 2,00,000 tests	6	
	2,00,001 or more tests	9	
6	The Bidder must possess a valid (as on the date of submission of the bid) quality certification ISO 9001:2015 / ISO 27001 / CMMI level 5 certification		10
	Any one Certification ISO 9001:2015 / ISO 27001 / CMMI level 5	3	
	Any two of ISO 9001:2015 / ISO 27001 / CMMI level 5	5	
	All three Certifications ISO 9001:2015 / ISO 27001 / CMMI level 5	10	

S. No.	Criteria	Marks	Maximum Marks
7	Presentation and Demonstration of the implemented and Operational Video Analytic based ADTS system, being used for testing driving skills of the candidates.		30
	Demonstration on the solution meeting the technical parameters/Features as per requirements of the tender *		
	i) Applicant Face Detection	4	
	ii) Kerb hit / Vehicle Out of Track	4	
	iii) Standard Direction	2	
	iv) Identification & Counting the number of stops	2	
	v) Identification of forward movement & counts	2	
	vi) Identification of reverse movement & counts	2	
	vii) Average speed	2	
	viii) Duration of the test in an individual track	2	
	ix) Plotting the 2D vehicle path	2	
	x) Red light violation	2	
	xi) Zebra cross violation	2	
	xii) Seat Belt Detection	2	
xiii) Mirror Gazing (L or R)	2		
Total Marks			100

h) Bidder is required to get minimum of 60 marks for being technically qualified and eligible for opening of its Financial Bid.

8.3 OPENING OF COMMERCIAL BIDS

8.3.1 After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed, the Authority shall open the Commercial bids of only those Bidders whose Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria and submitted all required documents as per the requirement of RFP. Decision of Authority in this regard will be final. Commercial bids of those Bidders whose Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.

8.3.2 Commercial bids shall be opened, in the presence of Bidders' representatives who choose to attend the Commercial bid opening on such date and time which shall be communicated to the Bidders whose Technical Bids are accepted. The Bidder's representatives who are present at such opening of Commercial bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.

8.4 CLARIFICATION OF BIDS AND REQUEST FOR ADDITIONAL/ MISSING INFORMATION

During evaluation of Bids, Authority may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to his Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by Authority before the expiration of the deadline prescribed in the written request, Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

8.5 EVALUATION OF COMMERCIAL BID

8.5.1 All the technically qualified bidders shall be selected for participating in the financial bid opening. Commercial bid of only those Bidders meeting requirement shall be opened.

8.5.2 Bidders are required to quote USER FEE per test for Two-wheeler vehicle category as per indicative Commercial bid format specified in Annexure 15 for the contract tenure to be paid by the Authority towards Scope of Works defined in the Volumes 1 and 2 of the RFP. All prices shall be in Indian Rupees.

8.5.3 The commercial bids submitted would be opened by the Authority in the presence of the Bidders and User Fee per test for Two-wheeler category quoted as per Annexure 15 of RFP would be obtained from each Bidder. The final tender evaluation and Bidder Selection Process is detailed below:

a) Bidders scoring points of 60 and above in the Technical Proposal Evaluation (TPA) will qualify for Financial Proposal Evaluation. The TPE score of technically qualified bidders would be standardized on a scale of 100, with highest point being standardized to 100 and the rest being awarded on pro-ratabasis.

b) The individual bidder Technical Evaluation marks will be standardized as per the formula below:

$$T_s = (T_b / T_{max}) \times 100$$

Where,

T_s = Standardized Technical score for the Bidder under consideration

T_b = Technical Evaluation score secured by the Bidder under consideration

T_{max} = Maximum Evaluation score obtained by any Bidder

c) The Financial Proposals (as per the financial bid format) of technically qualified bidders shall be evaluated as below:

$$C_n = (C_{min} / C_b) \times 100$$

Where,

C_n = Financial Score for the Bidder under consideration

C_b = Price quoted by the Bidder under consideration

C_{min} = Minimum price quoted by any Bidder

d) The method of Final Evaluation of the Bids is described as follows:

Bids will be ranked according to their combined Technical (T_s) and Financial (C_n) scores using the weights.

$W_T = 0.70$, the weight given to Technical Bid;

$W_C = 0.30$, the weight given to the Financial Bid.

The combined Technical and Financial Score for the Bidder under consideration shall be computed as per the formula given below:

e) Final Score of each Bidder shall be evaluated as below

$$\text{Final Score} = (T_s \times W_T) + (C_n \times W_C)$$

- 8.5.4 The Bidders would then be ranked in the ascending order based on the Final Score obtained as per the procedure detailed in 8.5.3 above and graded from L1, L2, L3..... to Ln.
- 8.5.5 The Bidder achieving the highest Final Score (combined Technical & Financial Score computed as per the formula in 8.5.3) shall be identified as L1 Bidder would be considered for award of the contract after further discussion and negotiations. The bidder with the next lower Final Score shall be identified as L2 Bidder. And so on.
- 8.5.6 In case two or more Bidders have same Final Score, the Bidder having higher Technical Score would be considered for award of the contract.
- 8.5.7 Processing of Case after shortlisting of L1
- a) The State will verify the quote offered by the shortlisted Bidder in the sealed commercial bid
 - i) In case of the Bid of the shortlisted Bidder is found seriously unbalanced by Authority in relation to the internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Commercial bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.
 - ii) "Internal Estimate" shall mean expected User Fee prepared by Authority through its internal estimates.
 - iii) "Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Operator for such Operations anywhere in India.
 - iv) In case of the Commercial bid of the shortlisted Bidder in the sealed commercial bid, which is unrealistically lower or unrealistically higher than internal estimate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.
 - b) The Authority reserves the right to accept or reject the bid after the above detailed procedure.
 - c) Upon acceptance of the shortlisted bid as detailed above, the Authority may
 - i) take up further action as per clause 9 of Volume 1 of RFP or
 - ii) cancel the tender

8.6 AWARD OF WORK

- 8.6.1 The highest Final Score as detailed in 8.5 above in the bidding process is the sole criteria after the determination/declaration of Eligibility and Qualification for determination of Preferred Bidder (“Preferred Bidder”). Authority may hold further negotiation with the preferred Bidder before the assignment of Letter of Award.
- 8.6.2 Any Change in controlling stake shall be deemed as a change in ownership structure. Any changes in the ownership structure of the Operator(s) shall not be allowed during the selection process and during the contract tenure.
- 8.6.3 The Authority retains right to negotiate with the bidder whose bid has been adjudged to be most preferred bid according to the bidding provisions. The Authority however does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part.
- 8.6.4 The Authority, after negotiation and verification of original documents, shall declare the Preferred Bidder as Successful Bidder if it’s bid is most favorable as per the clause 8.5 and shall enter into Operator Agreement with the Successful Bidder. The successful Bidder will then be allowed to establish the ADTS and deploy adequately trained and qualified manpower for this project in Cluster 1.

9) SELECTION OF OPERATORS

- 9.1 Authority shall appoint two Vendors for the ADTS project in Odisha pursuant to this bidding process. The Bidder with highest Final Score identified through the bid evaluation process outlined in clause 8 of Volume 1 of RFP shall be considered as the First Preferred Bidder for award of work in Cluster 1 being contracted pursuant to this bidding process. If the First Preferred Bidder fails to provide the payments and bank guarantee as per clause 10 of Volume 1 of RFP within the stipulated time, the second party (L2) with next highest Final Score would be considered for award of work.
 - 9.1.1 If User Fee per test for Two-wheeler category of L2 is less than L1, then L2 would be identified as the selected Operator for establishment, operation and maintenance of ADTS at all locations as per the RFP terms and conditions at his quoted USER FEE.
 - 9.1.2 If User Fee per test for Two-wheeler category of L2 is greater than L1, then L2 would be requested to match with the L1. If L2 agrees to match the User Fee per test for Two-wheeler category with the L1, then L2 would be identified as the selected Operator for establishment, operation and maintenance of DLIC at one of the two clusters as per the RFP terms and conditions.
 - 9.1.3 The Authority, after negotiation and verification of original documents and shall enter into Operator Agreement with the Successful Bidder for Cluster 1.
- 9.2 The Second Preferred Bidder selected shall be considered for award at cluster 2 at the Lowest Price at which the bid of the First Preferred Bidder is being accepted adopting a similar procedure as detailed in clause 9.1 of Volume 1 of RFP. If the Second Preferred Bidder does not match its price with the Lowest Price Bidder, the Third Preferred Bidder shall be requested to match with First Preferred Bidder if his quoted User Fee is higher than the First Preferred Bidder. The process will

continue till Vendor is selected for the other cluster. In case no bidder matches the negotiated First Preferred Bidder, the First Preferred Bidder shall be considered for award of work of 100% of the total locations being contracted pursuant to this bidding process. The Authority, after negotiation and verification of original documents and shall enter into Vendor Agreement with the Successful Bidder. If the First Preferred Bidder declines to implement the project at both clusters, the Authority reserves the right to take up further action or cancel the tender. The right of allotment of cluster to a bidder would be solely vested with the Authority. The Authority's decision in this matter would be final.

10) NOTIFICATION OF AUTHORISATION

- 10.1 Within 180 days of Due Date of Submission, the Authority will notify the successful Bidder(s) to be confirmed in writing by registered/speed post/email that his Bid has been accepted. This letter (hereinafter called 'Letter of Award') shall name the User Fee per test for Two-wheeler category which the Authority will pay the Operator(s) identified through the RFP process out of the license fee collected from users taking the driving tests in consideration of establishment and maintenance of the ADTS as per terms of Contract. LOA shall also specify likely Schedule of Project.
- 10.2 The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the Operator Agreement as executed by the parties.
- 10.3 The Letter of Acceptance (LOA) dispatched through 'Speed Post/ Regd. post/Fax/courier/email by hand shall constitute the formation of the Contract.
- 10.4 Prior to the expiry of the period of Proposal validity, the Authority shall notify the Preferred Proposer, by issuance of a Letter of Award (the "LOA"), in duplicate, and the Preferred Proposer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Proposer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Preferred Proposer as Damages on account of its failure to acknowledge the LOA, and the next eligible Proposer may be considered. The Letter of Award shall stipulate the security deposit cum performance security which the Service Provider shall pay/furnish to the Authority.

11) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE (PS) & CIRT'S PMC FEE

- 11.1 Before signing of the Operator Agreement, the Successful Bidder shall
 - 11.1.1 Furnish Security Deposit cum Performance Security for an amount as mentioned in the RFP Schedule in the form of Bank Guarantee as per format provided in the Annexure 12 in favor of "Motor Vehicle Department, Government of Odisha" payable at Cuttack at the time of signing of the Operator Agreement. The Bank Guarantee of Performance Security should be on any Nationalized Bank. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator(s).
 - 11.1.2 PMC Fee

Release electronic payment towards 1st installment of CIRT's PMC charges in the name of "DIRECTOR, CIRT PUNE" as defined in Section 2 under Scope of Works in Volume 2 of RFP. All charges, fees, costs and expense for the same shall be borne and paid by the Operator(s).

- 11.2 If the bidder(s) identified as Operator(s), fails to furnish the above, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.
- 11.3 Authority shall be entitled to forfeit the amount of the Security Deposit cum Performance security in whole or in part in the event of any default, failure or neglect on the part of the Operator(s) in the fulfillment or performance and obligation in all respects of the Agreement as per the provision set forth in the Agreement. The PS shall not carry any interest.
- 11.4 If the contract is terminated for reasons other than which can be attributable to the Operator(s), the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator(s) under this contract, be duly discharged and released to the Operator(s).
- 11.5 The Security Deposit cum Performance Security shall remain in full force and effect during the Contract period and 180 days thereof that would be taken for satisfactory performance and fulfillment in all respects of the contract. On the performance and completion of the contract in all respects, the Security Deposit cum Performance Security will be returned to the Operator(s) without any interest. If required by the Authority, the Operator(s) should extend the validity of the Bank Guarantee.

12) SIGNING OF OPERATOR AGREEMENT

The Successful Bidder(s) would be required to execute the Operator Agreement, with such terms and conditions as specified in Volume 2: Operator Agreement of RFP and any additional terms may be considered necessary by the Authority at the time of finalization of the Operator Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately between Authority and the Successful Bidder and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a government entity, as per its practices.) Authority hereby reserves the right to modify the terms of the Agreement. The signing of the Operator Agreement shall be completed within 15 days of the issuance of the Letter of Award to the Successful Bidder for which the Successful Bidder should ensure relevant payments and submission of bank guarantee as described in clause 10 of Volume 1 of RFP above.

12.1 EXPENSES FOR THE OPERATOR AGREEMENT

Any and all incidental expenses of execution of the Operator Agreement shall be borne by the Successful Bidder.

12.2 ANNULMENT OF AUTHORISATION

Failure of the Successful Bidder to submit the following shall constitute sufficient grounds for the annulment of the award:

12.2.1 Security Deposit cum Performance Security as per RFP terms and any other requirements and /or the provisions of the Operator Agreement within 10 days of issue of Letter of Award to the Successful Bidder.

12.3 FAILURE TO ABIDE BY THE OPERATOR AGREEMENT

The conditions stipulated in the Operator Agreement shall be strictly adhered to by the Operator(s) and any violation thereof by the Operator(s) may result in termination of the Operator Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.

13) SITE VISIT AND VERIFICATION OF INFORMATION

Proposers are encouraged to submit their respective Proposals after visiting the Authority's Offices wherever possible and ascertaining for themselves the availability and condition of driving licensing test demand/traffic, location, civil infrastructure, availability of power, fee and its sensitivity, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a Proposal, the Proposer has:

- 13.1 made a complete and careful examination of the Proposal Documents;
- 13.2 received all relevant information requested from the Authority;
- 13.3 accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;
- 13.4 satisfied itself about all matters, things and information including matters referred to in Clause hereinabove necessary and required for submitting an informed Proposal, execution of the contract in accordance with the Proposal Documents and performance of all of its obligations thereunder;
- 13.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Proposal Documents or ignorance of any of the matters referred to RFP provision hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Service Provider(s);
- 13.6 acknowledged that it does not have a Conflict of Interest; and
- 13.7 agreed to be bound by the undertakings provided by it under and in terms hereof.
- 13.8 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

14) CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Selection Process, if the relationship between two Bidders is

established through common holding of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

14.1 The Bidder, its Member (or any constituent thereof) and any other Bidder, its Member (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

14.1.1 If Bidder is a Company: In such case, the Bidder (including its Member or any shareholder thereof of Bidder) possessing over 25% of the paid up and subscribed capital in its own company, Member as the case may be, also holds:

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member, its Member is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member such other Bidder, its Member is a Partnership firm. and/or
- c) Other Bidder, its Member which is a Proprietorship Firm.

14.1.2 If Bidder is a Partnership Firm: In such case, the Bidder or its Partners having a profit sharing of more than 25% of such Bidder or its Partners as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member of such other Bidder, its Member is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member such other Bidder, its Member is a Partnership firm. and/or
- c) Other Bidder, its Member which is a Proprietorship Firm.

14.1.3 If Bidder is a Proprietorship Firm: In such case, the Bidder or its Proprietor of such Bidder or its Proprietor as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member of such other Bidder, its Member is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member of such other Bidder, its Member is a Partnership firm. and/or
- c) Other Bidder, its Member which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

14.2 a constituent of such Bidders is also a constituent of another Bidders; or.

14.3 such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or

14.4 such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or

14.5 such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders.

15) MISCELLANEOUS

- 15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar/Cuttack shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 15.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 15.2.1 Suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - 15.2.2 Consult with any Bidder in order to receive clarification or further information;
 - 15.2.3 Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 15.2.4 Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 15.3 It shall be deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Selection Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURES

Annexure 1

COVER LETTER

{On Bidder's letterhead/ Lead Member in case Bidder is a Consortium}
(Bidders are required to fill up all the blank spaces in this Proforma and its enclosures.)

Dated:

To

The Transport Commissioner-cum-Chairman,
State Transport Authority
Odisha Motor Vehicle Department, Government of Odisha
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Cuttack- 753002

Subject: Submission of Bid for Request for Proposal (RFP) for Selection of Operator(s) for Establishment, Operation & Maintenance of ADTS on PPP Model in Odisha

Dear Sir/Madam,

- 1) Having examined the 'Instructions to Bidder's, Scope of Services, terms and conditions, Annexure and Content of RFP, we undersigned, hereby submit /our Bid for the aforesaid project. Our Bid is unconditional.
- 2) We are applying as Consortium/JV. The names of our Consortium Members are as follows: (Please provide names)
OR
We are applying as Proprietary Firm/Company/Partnership Firm.
- 3) We are applying for the Selection of Operator(s) for Establishment, Operation & Maintenance of ADTS on PPP Model in Odisha as per Volume 2 of the RFP.
- 4) We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Eligibility and Qualification Submission is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

- 5) We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Qualification statement.
- 6) We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 7) We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to apply for the Project, without incurring any liability to the Bidders.
- 8) We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
- 9) We hereby undertake that we have examined and familiarized ourselves fully about the nature of assignment/Project, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by paying a visit(s) to the site(s). We also undertake that we have ascertained the availability and condition of passenger traffic, location, working conditions, applicable laws and regulations, and any other matter considered relevant by them.
- 10) We hereby undertake that we have
 - i) made a complete and careful examination of RFP
 - ii) received all relevant information requested from the Authority;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and
 - iv) acknowledged that it does not have a Conflict of Interest
 - v) agreed to be bound by the undertakings provided by it under and in terms hereof.
 - vi) Complete understanding of the following:
 - a) Project requirements
 - b) driving licensing demand
 - c) local conditions
 - d) climatic condition
 - e) lighting condition
 - f) site terrain
 - g) soil condition
 - h) site conditions
 - vii) Studied the guidelines as mentioned in your RFP and confirm our agreement to them.

- 11) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
- 12) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Selection Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 13) We agree and undertake to abide by all the terms and conditions of the Volumes 1, 2 and 3 of RFP document.

For and on behalf of

Signature :

Name :

Designation :

Selection Organization / Lead Member:

Date

:

Place

:

Round Stamp/Seal

Name of Non lead member organization in case it is a consortium:

GENERAL INFORMATION OF BIDDER

{On Bidder's letterhead}

[All JV/Consortium members should provide in case Bidder is a JV/Consortium]

- (1) Bidders name and contact details.
 - Name of the Bidder Organization:
 - Nature of Entity (company /partnership/Proprietorship, etc.):
 - Address of Registered Office:
 - Phone and E-mail:
 - Main Line of Business with experience:

- (2) Bidder/Consortium related Documents
 - Registration Certificate
 - Copies of the Registration of the Bidder (Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership Deed, Shops and Establishment Dept. Certificate, etc. as may be applicable), GST Registration copy, PAN, Income tax returns filled for three financial years during 2016-19) to be attached separately.
 - Evidence of
 - o Quality Certificate (from reputed/ recognized Firm) - Certificate No. - Date of Validity
 - o ESIC and Employee Provident fund -EPF registration number and Capabilities/Preparedness may be verified through Site visit.

- (3) Any Technology Partner related Documents
 - Quality System Certification
 - Security Certification

 Authorized signatory

NO BLACKLISTING CERTIFICATE

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted
(On a Stamp Paper of relevant value)

[All Consortium Member should provide in case Bidder is a Consortium]

No Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Consortium member) as defined in RFP are not barred by Government of Odisha (GOO) / any other entity of GOO or blacklisted by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from ____ (Bid Due Date)

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Selection Process or thereafter during the agreement period.

Dated this Day of, (Year).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 4

UNDERTAKING FOR TECHNICAL MANPOWER

(To be printed and signed on the letterhead of the Bidder or Lead Member of the Consortium

I, hereby confirm that (Name of the Bidder) would provide the required technical manpower as detailed below to work for the project on Establishment, Operation & Maintenance of ADTS on PPP Model in Odisha .

Sl. No.	Designation	Minimum No. of Personnel	Qualification	Minimum Experience (Years)	
				Total	Video Analytics based
A) DURING DEVELOPMENT & IMPLEMENTATION PHASE					
1	Project Manager	1	<ul style="list-style-type: none"> Post Graduate in Engineering/Science 	10 in IT / E-governance projects	3
2	Team Leader	2	<ul style="list-style-type: none"> Graduate in Engineering/Science or Post Graduate in Computer Applications 	7	3
3	Software Developer	4	<ul style="list-style-type: none"> Graduate in Engineering or Post Graduate in Computer Applications 	3	2
4	Software Tester	2	<ul style="list-style-type: none"> Post Graduate Certified Software Tester 	2	-
5	Database Administrator (DBA)	2	<ul style="list-style-type: none"> Graduate in Engineering or Post Graduate in Computer Applications Relevant Certification 	5	-
6	Network/System Administrator	2	<ul style="list-style-type: none"> Graduate in Engineering or Post Graduate in Computer Applications Relevant Certification 	5	-

B) DURING OPERATIONS PHASE		
	Onsite Support Staff for ADTS	The following manpower support with adequate educational qualification may be planned by the Operator(s) at each ADTS center with reference to

		<p>the SLAs to be maintained as per Clause 28 and Annexure 6 of Volume 2 of RFP.</p> <ul style="list-style-type: none"> • System Administer with Diploma / Graduate / Post Graduate in Computer– 1 No. • Registration Counter Operator(s) with basic knowledge of Software – 2 Nos. • Control Room Operator(s) with Diploma / Graduate having basic knowledge of Software – 3 Nos. • Test Track Monitors – 3 Nos. • Maintenance / Cleaning Staff – 2 Nos. • 24 x 7 Security Staff – 3 Nos.
--	--	--

Declaration:

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform the OMVD of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. I hereby authorize sharing of the information furnished on this form with the OMVD.

Place :

Date :

SIGNATURE OF HR HEAD

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 5

IT PROJECT EXPERIENCE

- 1) Details may be given for all types of IT projects delivered by Bidder in past five years.
- 2) Details are to be furnished for the services made by the Bidder (or any member of the consortium/JV) in five years prior to the year in which the date of Opening of Bid falls.

Sl. No.	Contract placed by (full name & Address of Authority)	Contract No. & Date	Details of service delivery locations	Project Description	Date of Completion of Delivery (as per Contract)	Documentary evidences *
A	B	C	D	E	F	G
1						
2						
3						
4						
5						

* Copy of the following documentary evidences signed by the Authorised Signatory shall be attached.

1. Purchase Order/Work Order/Letter of Intent
2. Completion Certificate
3. The first and last two signed pages of the contract agreement are to be submitted. If STC requires, any further clarification, then the Bidder is required to submit the entire contract agreement. Authority reserves the right to reject the bid if the contract agreement is not submitted upon request by the Authority.

SIGNATURE AND SEAL OF THE BIDDER

Annexure 6

VIDEO ANALYTICS BASED PROJECT EXPERIENCE

- 1) Details may be given for projects delivered by Bidder in past five years.
- 2) Details are to be furnished for the services made by the Bidder (or any member of the consortium/JV) in five years prior to the year in which the date of Opening of Bid falls.

Sl. No.	Contract placed by (full name & Address of Authority)	Contract No. & Date	Description of Services Ordered	Date of Completion of Delivery (as per Contract)	Documentary evidences*
A	B	C	D	E	F
1					
2					
3					
4					
5					

* Copy of the following documentary evidences signed by the Authorised Signatory shall be attached.

1. Purchase Order/Work Order/Letter of Intent
2. Completion Certificate
3. The first and last two signed pages of the contract agreement are to be submitted. If Authority requires, any further clarification, then the Bidder is required to submit the entire contract agreement. Authority reserves the right to reject the bid if the contract agreement is not submitted upon request by the Authority.

SIGNATURE AND SEAL OF THE BIDDER

Annexure 7

FORMAT FOR CERTIFICATION FOR ANNUAL TURNOVER FROM CHARTERED ACCOUNTANT

{On CA's letterhead}

[In case of Consortium, all members should provide Annual Turnover Certificate]

This is to certify that the Annual Turnover furnished by M/s. _____ for last 3 Financial Years is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Financial Year	Annual Turnover
2018-19	INR _____ Crores
2019-20	INR _____ Crores
2020-21	INR _____ Crores

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No:

Address:

FORMAT FOR CERTIFICATION FOR NETWORTH FROM CHARTERED ACCOUNTANT

(To be submitted by the Bidder. In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements on the letterhead of the Chartered Accountant)

Dated:

To

The Transport Commissioner-cum-Chairman,
State Transport Authority
Odisha Motor Vehicle Department, Government of Odisha
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Cuttack- 753002

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the networth for the FY 2020-21 as per details given below:

Information from Balance Sheets (in INR)	
Financial Year	2020-21
Networth	

(Signature of the Chartered Accountant) Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

Instructions:

- 1) The Bidder / its constituent Consortium Member shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date.

- 2) The financial statements shall:
 - a) reflect the financial situation of the Bidder and Consortium Members where the Bidder is relying on its Member's financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 3) Net Cash Accruals shall mean Profit After Tax + Depreciation.
- 4) The Bidder shall also provide the name and address of the Bankers to the Bidder.
- 5) In the case of a Consortium, a copy of the Jt. Bidding Agreement as per the enclosed format in Volume 1 of RFP shall be submitted.
- 6) The Bidder shall provide a CA Certificate specifying the net worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net worth.

JOINT SELECTION AGREEMENT FOR CONSORTIUM

{On Requisite Stamp Paper}

(To be provided by Consortium)

The Bidder Selection as Consortium shall provide a Joint Selection Agreement between the consortium members specifying the followings:

- (1) Convey the intent to Consortium Agreement as per clause 2 of Volume of RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator(s) as per Agreement terms, in case the Project is awarded to the Consortium;
- (2) Clearly outline the proposed roles and responsibilities, if any, of each member
- (3) Tenure of Joint Selection Agreement
- (4) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator(s) in relation to the Project during Contract Period.
- (5) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- (6) No change in composition of the Consortium shall be permitted during the Selection Process and during the Contract Period, in case the Project is awarded to the Consortium.

Annexure 10

STATEMENT OF DEVIATION FROM TECHNICAL SPECIFICATIONS

We hereby state the deviations from the Technical Specifications in our offer. We understand that the Authority has the right to discuss these deviations with us before finalization of Bid. We understand and accept that in the event of material deviation, our Bid is likely to be rejected.

Sr. No.	Technical Specification Clause Reference & Provision	Deviation proposed	Rationale thereof

Signature and Seal of the Bidder

FORMAT OF POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY TO PARTICIPATE IN THE SELECTION PROCESS

(Applicable in case of Bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

{On Requisite Stamp Paper}

[All Consortium Member should provide in case Bidder is a Consortium]

KNOW ALL MEN by these presents that we, [name of the Company/partnership firm], a company incorporated under the Companies Act 1956/2013, / Firm having partnership deed as per partnership act and having its Registered Office/office at [Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the Request for Proposal (RFP) for Selection of Operator(s) for Establishment, Operation & Maintenance of ADTS on PPP Model in Odisha, ("Project"), as per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Eligibility and Qualification Submission for the project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____ [name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company's/firm's official representative for submitting the Bid Comprising Eligibility and Qualification Submission for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, Bids, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP/Bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm/Joint Venture as necessary for the purpose aforesaid.

<p>The common seal of [name of the company/Partnership firm/Joint Venture] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ___ Day of _____, 2021 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]</p>	<p>-----</p> <p>[Name & Designation of the Person]</p> <p>-----</p> <p>[Name & Designation of the Person]</p>
---	---

FORMAT OF POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM

{To be provided in case Bidder is a Consortium}

{On Requisite Stamp Paper}

Whereas the (Name of the Authority), (the “Authority”) has invited Bids from interest parties for the (Name of RFP) (the “Project”). Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in Selection for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at, and
 M/s., having our registered office at, and
 M/s., having our registered office at, and

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Selection process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids, Bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant

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

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

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

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Witnesses:

- 1.
- 2.

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

- (1) WHEREAS _____ (Name of bidder) (hereinafter called "the bidder " has submitted its RFP dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the RFP") in favour of the State Transport Commissioner cum Chairman, STA. Government of Odisha hereinafter called the " Employer "; KNOW ALL MEN by these presents that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;
- (2) THE CONDITIONS of this obligation are:
- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;
- (i) Fails or refuses to execute the Agreement, if required; or
- (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with of Terms and Conditions of this RFP.
- (3) We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
- (4) We _____ (Name of the Bank) further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Operator(s) or the Bank.
- (5) Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed INR _____ (Rupees _____).

- (b) The Bank Guarantee shall be valid upto _____ and the same can be further extended, if so requested by the Bidder/Operator(s).
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.
- (6) The guarantee herein contained is subject to Cuttack jurisdiction.

This _____ day of _____ Two thousand and _____ In witness whereof-

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by Board Resolution passed on /

Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation :

In the presence of:

1.

2.

SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE FORM

INSTRUCTIONS:

- 1) The Bank Guarantee should be executed exactly as per this Draft on a stamp paper of INR 500/- alongwith a Confirmatory Letter from the regional office of the Bank concerned in an enclosed format
- 2) A certified copy of the Power of Attorney under which the person is authorized to sign this guarantee bond may please be sent to the Authority alongwith the guarantee. This copy should be certified by the Agent of the Bank under his seal.

- 1) Against Contract No. _____ dated _____ 20____ (hereinafter called the said "Contract") entered into _____ between _____ (Name/s of the persons authorized to sign on behalf of Operator(s)) Inhabitants of _____ carrying on business at _____ (Full address of the firm) _____ (Name of Business) Under the style and name of M/s. _____ (Name of the firm) (hereinafter called the "Operator(s)") of the one part and the State Transport Commissioner cum Chairman, STA, Motor Vehicle Department, Government of Odisha. (hereinafter called "Authority") for the purpose of the undertaking (in which expression are included, unless the inclusion is inconsistent with the context or meaning thereof his/her successor or successors for the time being holding the office of the "State Transport Commissioner cum Chairman, STA") of the second part and WHEREAS at the request of the Operator(s) we _____ (Full name and address of the Bank) Bank are holding in trust in favour of the OMVD the amount of _____ (Rupees _____ in words) to indemnify and keep indemnified the Authority against all losses, damages, expenses or the non-fulfillment of any of the terms and conditions of the said Operator Agreement/Contract and/or the performance thereof. We agree that the decision of the State Transport Commissioner cum Chairman, STA, whether any breach of the terms and conditions of the said Contract and/or any failure in the performance thereof has been committed by the Operator(s) and the amount of loss, damage, costs, expense or otherwise that has been caused or suffered by the Authority shall be final and binding on us and the amount of the said loss, damage, costs and expenses or otherwise shall be paid by us forthwith on demand to the Authority.

- 2) We _____ (Name of the firm and 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 fulfillment in all respects of the said Contract including the minimum guarantee of _____ months (contract tenure along with an additional 6 months) from the date of final acceptance as per the clauses included in the RFP and including Operator(s)'s obligation to remedy all defects in material and services that may develop under normal use of ADTS provided always that before the expiry of the date of the validity of the guarantee herein contained, we shall, from time to time on being called upon by the State Transport Commissioner cum Chairman, STA, extend the date of validity thereof for the period of 6 months on each occasion and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date as extended from time to time, the same shall be forcible against us _____ (Name of the Bank) notwithstanding the fact same is enforced after the said date and extended from time to time, provided that notice of any such claim has been given by the State Transport Commissioner cum Chairman, STA before the expiry of 6 months from the said extended date, payment under this :Letter of Guarantee" shall be made promptly upon our receipt of notice to that effect from the State Transport Commissioner cum Chairman, STA.
- 3) It is fully understood that this guarantee is effective from the date of the said Contract and that we _____ (Name of the Bank) undertake not to revoke this agreement during its currency including the extended period without the consent in writing of the State Transport Commissioner cum Chairman, STA.
- 4) We _____ (Name of the Bank) further agree that the State Transport Commissioner cum Chairman, STA shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Operator(s) to extend the time of performance by the Operator(s) from time to time or to postpone for any time from time to time any of the power exercisable by the State Transport Commissioner cum Chairman, STA against the said Operator(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we _____ (Name of the Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Operator(s) or for any forbearance and/or on the part of the State Transport Commissioner cum Chairman, STA or any indulgence by the State Transport Commissioner cum Chairman, STA or by 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.
- 5) We _____ (Name of the Bank) further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Operator(s) or the Bank.

- 6) Notwithstanding anything contained herein:
- a. Our liability under this Bank Guarantee shall not exceed INR _____ (Rupees _____).
 - b. The Bank Guarantee shall be valid upto _____ and the same can be further extended, if so requested by the Bidder/Operator(s).
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.
- 7) The guarantee herein contained is subject to Cuttack jurisdiction.

This _____ day of _____ Two thousand and _____ In
witness whereof-

Signed and delivered by the above named _____ Bank by its Authorized Signatory as
authorized by Board Resolution passed on /

Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation :

In the presence of:

1.

2.

SECTION A: INDICATIVE FORMAT OF COMMERCIAL BID

(To be submitted as per the RFP Schedule.)

- 1) Bidder has to quote "USER FEE IN INDIAN RUPEES".
- 2) The indicated "USER FEE IN INDIAN RUPEES" shall be applicable for all applicants seeking Two-wheeler driving license at all locations identified by the OMVD as per the terms and conditions of the RFP.
- 3) The indicated "USER FEE IN INDIAN RUPEES" shall commence from the date of signing of Operator Agreement.

USER FEE IN INDIAN RUPEES EXCLUSIVE OF ALL TAXES FOR TWO-WHEELER VEHICLE CATEGORY		
Details	USER FEE (In INR)	USER FEE (In Words)
Base Rate (1)		
Taxes (2)		
Total (3)		

Notes:

- i) For the purposes of evaluation, only the Aggregate Cost as per Row 1 above based on **Base Rate** shall be considered. Taxes as applicable will be payable at applicable rate over the above the Base Rate upon being satisfied as to its applicability but will not be part of financial evaluation for comparison of bids. The Services availed by the Operator(s) from its own Operators for services such as AMC, procurement of capital equipment etc represents the Operator's costs and Authority shall not pay any or reimburse any such taxes.
- ii) Each bidder must quote his User Fee per test for Two-wheeler category after through reading of this RFP document and Response to Queries/Amendment documents, breakup between his variable and fixed cost, detailed due diligence of the site, city conditions, environmental conditions, driver license testing load at each location and maintenance requirements for which Bidders may have their own source of information.
- iii) In addition to the information as requested in the above table, the Authority reserves the right to seek detailed information as listed below in excel format to ascertain the reasonableness of the bid.
- iv) The bidders should also provide additional information desired by the Authority at any stage of

evaluation to ascertain the reasonableness of the bid.

- v) The Bidders are required to quote the Use Fee per test conducted successfully through ADTS for Two-wheeler category. The User Fee for LMV category shall be the same as two-wheeler category User Fee.
- vi) Please enter values only in yellow cell.

SECTION B: DETAILED BILL OF QUANTITIES (BOQ) - Enclosed as Appendix

Section B would be related to Detailed Bill of Quantities (BOQ) which is enclosed as Appendix to Annexure 15. Section B needs to be duly typed in, printed and submitted. Bids submitted with handwritten copy of Section B will not be accepted. Authority reserves the right to summarily reject bid submitted with handwritten copy of Section B. Quotes for individual line items being requested should be duly filled in. Lumpsum quotes for multiple items will not be accepted and the bid shall be treated as incomplete.

Section B

Item wise Cost Sheet for one LMV Track

Sr. No.	Items	Qty	UoM	Unit Rate Without Tax	Total
	SUPPLY COMPONENTS				
1	Software's				
1.1	Admin Module (Users Registration Module with Photo Capture facility, Backup & Restore Utility Test)	1	Nos		
1.2	Web Camera at Registration Counter	1	Nos		
1.3	Video Analytics Modules				
1.4	8 Track Module (4 +1 Cameras)	1	Nos		
1.5	S Track Module (4 + 1 Camera)	1	Nos		
1.6	Gradient Track Module (3 + 1 Camera)	1	Nos		
1.7	Zig Zag / Obstacle Test Track (2 Cameras + 1 Camera)	1	Nos		
1.8	Traffic Signal & Zebra Cross Testing (2 Cameras)	1	Nos		
1.9	Parallel Parking (2 Cameras + 1 Camera)	1	Nos		
2	Mobile Base App. Module				
2.1	Base License Cost	1	Nos		
2.2	Face Recognition	15	Nos		
2.3	Seat Belt Detection	15	Nos		
2.4	Mirror Gazing During Overtaking & at Zebra Crossing	15	Nos		
3	Complaint Mgt. Software & Billing Module	1	Nos		
4	ADTS Software Development, Customization, Testing & Deployment Costfor Video Analytics Modules	6	Nos		
5	MIS Software Reports	1	Nos		
6	On Line Manual – System Help (Accessible in all system), Cost inclusive of Animated Video of Pass & Fail Test.	1	Nos		
7	Any other cost	1	Lumpsum		
8	Total Software Cost				
9	Computer Hardware, Networking				
10	GPU High-end Smartphone with fitment accessories	15	Nos		
11	Cameras for Eight Track, S-Track, Gradient Track, Zig-Zag Track, Traffic Signal & Zebra Crossing, Parallel Parking, Crossing	17	Nos		
12	Video Analytic Cameras				
13	Eight Track Cameras	4	Nos		
14	"S" Track Cameras	4	Nos		
15	Gradient Track Cameras	3	Nos		
16	Overtaking Track Cameras	2	Nos		

17	Traffic Signal & Zebra Cross Testing Cameras	2	Nos		
18	Parallel Parking Cameras	2	Nos		
19	Center Top View Camera	4	Nos		
20	Signal Equipment with Accessories (Red, and Green) With Poles & Accessories	6	Set		
21	Signal Equipment with Accessories (Red, Amber and Green) With Poles & Accessories	1	Set		
22	Original Equipment Manufacturer (OEM) - Workstations/Servers with genuine Operating System		Nos		
23	Original Equipment Manufacturer (OEM) - Desktop with genuine Operating System and 24" monitor (Vendor to Quote Qty. as per solution design in Control Room etc)		Nos		
24	Original Equipment Manufacturer (OEM) - Workstations/Servers with genuine Operating System Standby Server. (Vendor to Quote Qty. as per solution design)		Nos		
25	Desktop User Registration & Report Printing	2	Nos		
26	42" - LED Smart TV with Outdoor Casing				
26.1	Top View Camera all Tracks, those tracks do not have top view camera, Any one single camera will be used of the respective track	1	Nos		
26.2	For Continuous Training Video Display	1	Nos		
27	Original Equipment Manufacturer (OEM) - Network Attached Storage (NAS) device for Video Analytics	1	Nos		
28	UTM (Unified Threat Mgt.) appliance with full featured subscription	1	Nos		
29	OEM Make On Line UPS 10 KVA with 120 min. backup	1	Nos		
30	Duplex Monochrome Printer	1	Nos		
31	Rack with KVM Switch & Monitor	1	nos		
32	Networking Equipment, Switches with Accessories & cabling	7	Nos		
33	Power Cabling material with Accessories	7	Nos		
34	Mobile Charging Station	1	Nos		
35	Any other cost	1	Lumpsum		
36	Total Hardware Cost				
37	Civil Costing & Other Installation charges				
38	Poles for Mounting Cameras with Civil foundation & Installation	17	Nos		
39	Poles for Mounting Top View Camera	4	Nos		
40	Tower Ladder	1	nos		
41	Traffic Cones with Chain	50	nos		
42	Any other Civil Cost	1	nos		
43	Total Civil Costing				

44	Antivirus Software				
45	Antivirus with features like Antivirus, Antispam, Intrusion prevention, Internet Protection etc	10	nos		
46	Total Antivirus Cost				
47	State Data Center Hosting (Database & Application) - Will Host in Dept. SDC	1	Lumpsum		
48	Genuine SQL Database Lic. Copy (2W+LMV)	1	Nos		
49	Software Testing Certification Cost	1	Lumpsum		
50	Total Common Services Cost				
52	Installation Cost of Hardware	6	Nos		
54	Total Project Cost				
55	Add any other overhead & Administrative expenses	1	Lumpsum		
56	TOTAL Exclusive of Taxes				

Name of the Company :

Name & Signature :

Date :

Item wise Cost Sheet for one Motorcycle Track

Sr. No.	Items	Qty	UoM	Unit Rate Without Tax	Total
	SUPPLY COMPONENTS				
1	Software's				
1.1	Admin Module (Users Registration Module with Photo Capture facility, Backup & Restore Utility Test)	1	Nos		
1.2	Two Wheeler Serpentine Track (3 Cameras + 1)	1	Nos		
1.3	MIS Software	1	Nos		
	Total Software Cost				
2	Hardware				
2.1	Smartphone to Capture Face	2	Nos		
2.2	Face Recognition	2	Nos		
2.3	Megapixel Cameras for Serpentine Track	3	Nos		
2.4	Top View Camera	1	Nos		
2.5	Signal Equipment with Accessories (Red, and Green) With Poles & Accessories	1	Set		
2.7	Original Equipment Manufacturer (OEM) -Servers (Bidder to fill Qty as per the solution design)		Nos		
2.8	Desktop with 24" Monitor (Test View) in Control Room and in Registration Counter	2	Nos		
3	Networking Equipment, Switches with Accessories	1	Nos		
4	Power Cabling material with Accessories - Admin Module Plus Four Track Modules	1	Nos		
	Total Hardware Cost				
5	Civil Expenses				
5.1	Poles for Mounting Cameras with Civil foundation & Installation	4	Nos		
	Total Civil Expenses				
6	System Installation Cost				
6.1	Integration of Software Apps , Configuration and Commissioning charges for complete system	1	Nos		
	Total Services Cost				
7	Total Project Cost 2 Wheeler				
8	Add any other overhead & Administrative expenses	1	Lumpsum		
9	TOTAL Exclusive of Taxes				

Capital Cost Cluster Wise									
Sr. No.		Locations	Vehicle class	Software Cost	Hardware	Civil Cost	Manpower Cost	Any other	Total Cost
Phase I Costing									
1	Cluster 1	Angul	LMV						
			2W						
2		Baripada	LMV						
			2W						
3		Bhadrak	LMV						
			2W						
4		Bolangir	LMV						
			2W						
5		Deogarh	LMV						
			2W						
6		Dhenkanal	LMV						
			2W						
7	Keonjhar	LMV							
		2W							
8	Rourkela	LMV							
		2W							
9	Sonapur	LMV							
		2W							
10	Sundargarh	LMV							
		2W							
11	Talcher	LMV							
		2W							
12	Cluster 2	Bhanjanagar	LMV						
			2W						

Capital Cost Cluster Wise										
Sr. No.		Locations	Vehicle class	Software Cost	Hardware	Civil Cost	Manpower Cost	Any other	Total Cost	
13		Ganjam	LMV							
			2W							
14		Malkangiri	LMV							
			2W							
15		Nabarangapur	LMV							
			2W							
16		Nayagarh	LMV							
			2W							
17		Nuapada	LMV							
			2W							
18		Phulbani	LMV							
			2W							
19		Rairangpur	LMV							
			2W							
								Total Cost Phase I		
Phase 2										
20	Cluster 1	Balasore	LMV							
			2W							
21		Barbil	LMV							
			2W							
22		Bargarh	LMV							
			2W							
23		Chandikhole	LMV							
			2W							

Capital Cost Cluster Wise									
Sr. No.		Locations	Vehicle class	Software Cost	Hardware	Civil Cost	Manpower Cost	Any other	Total Cost
24	Cluster 2	Cuttack	LMV						
			2W						
25		Jagatsinghpur	LMV						
			2W						
26		Jajpur	LMV						
			2W						
27		Jharsuguda	LMV						
			2W						
28		Kendrapada	LMV						
			2W						
29		Sambalpur	LMV						
			2W						
30		Bhubaneswar I & II	LMV						
			2W						
31	Boudh	LMV							
		2W							
32	Gajapati	LMV							
		2W							
33	Kalahandi	LMV							
		2W							
34	Khurda	LMV							
		2W							
35	Koraput	LMV							
		2W							
36		Puri	LMV						

Capital Cost Cluster Wise									
Sr. No.		Locations	Vehicle class	Software Cost	Hardware	Civil Cost	Manpower Cost	Any other	Total Cost
			2W						
37		Rayagada	LMV						
			2W						
							Total Cost Phase II		

Name of the Company :

Name & Signature :

Date :

Annual Maintenance Cost Comprehensive For 10 Years (Amount in Lacs)															
Sr.		Locations	Vehicle class	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total	
Phase I Costing															
1	Cluster 1	Angul	LMV												
			2W												
2		Baripada	LMV												
			2W												
3		Bhadrak	LMV												
			2W												
4		Bolangir	LMV												
			2W												
5		Deogarh	LMV												
			2W												
6		Dhenkanal	LMV												
			2W												
7		Keonjhar	LMV												
			2W												
8		Rourkela	LMV												
			2W												
9		Sonepur	LMV												
			2W												
10		Sundargarh	LMV												
			2W												
11	Talcher	LMV													
		2W													
		Total PI -C1													
12	Cluster 2	Bhanjanagar	LMV												

Annual Maintenance Cost Comprehensive For 10 Years (Amount in Lacs)														
Sr.		Locations	Vehicle class	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
13		Ganjam	2W											
			LMV											
14		Malkangiri	2W											
			LMV											
15		Nabarangapur	2W											
			LMV											
16		Nayagarh	2W											
			LMV											
17		Nuapada	2W											
			LMV											
18	Phulbani	2W												
		LMV												
19	Rairangpur	2W												
		LMV												
		Total PI -C1												
Phase 2														
20	Cluster 1	Balasore	LMV											
			2W											
21		Barbil	LMV											
			2W											
22		Bargarh	LMV											
			2W											
23			Chandikhole	LMV										

Annual Maintenance Cost Comprehensive For 10 Years (Amount in Lacs)														
Sr.		Locations	Vehicle class	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
			2W											
24		Cuttack	LMV											
			2W											
25		Jagatsinghpur	LMV											
			2W											
26		Jajpur	LMV											
			2W											
27		Jharsuguda	LMV											
			2W											
28		Kendrapada	LMV											
			2W											
29		Sambalpur	LMV											
			2W											
		Total PII- C1												
30		Bhubaneswar I & II	LMV											
			2W											
31		Boudh	LMV											
			2W											
32		Gajapati	LMV											
			2W											
33		Kalahandi	LMV											
			2W											
34		Khurda	LMV											
			2W											
35		Koraput	LMV											
			2W											

Annual Maintenance Cost Comprehensive For 10 Years (Amount in Lacs)														
Sr.		Locations	Vehicle class	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
36		Puri	LMV											
			2W											
37		Rayagada	LMV											
			2W											
		Total PII- C2												

Name of the Company :

Name & Signature :

Date :

-----X-----