

TRANSPORT DEPARTMENT
GOVERNMENT OF TRIPURA

REQUEST FOR PROPOSAL (RFP)
Volume-I I

SMART CARD BASED DRIVING LICENSE AND
VEHICLE REGISTRATION CERTIFICATE UNDER
PUBLIC-PRIVATE PARTNERSHIP

VOLUME-I I - DRAFT SERVICES AGREEMENT.

MAY, 2016

Department of Transport
Government of Tripura
Paribahan Bhawan, Agartala
Pin-799001.

This Agreement is mutually agreed and entered into on this _____ day of _____ (Month), 20____ at Agartala, Tripura.

BETWEEN

Joint Transport Commissioner, Transport Department, Government of Tripura, having its office at Paribaham Bhawan, Agartala, Tripura, Pin-799001, (hereinafter referred to as “DoT” which expression shall unless repugnant to the context include the successors and assigns), on the one part,

AND

_____ (name and address), a company incorporated under the provisions of the Companies Act, 1956/2013¹, having its registered office at _____ (hereinafter referred to as “Service Provider” which expression shall unless repugnant to the context include its successors and permitted assigns), on the other part,

WHEREAS

- A. DoT intends to continue an efficient and effective transport management system in the state through personalization and issuance of Smart Card based Driving Licenses and Vehicle Registration Certificates in the state.

- B. DoT through an open, transparent, competitive bid process invited proposals by its RFP No. _____ dated _____ from interested parties for supply, installation, operations and maintenance of IT Infrastructure and related facilities for personalisation of Smart Card based Driving Licenses and Vehicle Registration Certificates in the state and undertake any other incidental activities thereto.
- C. After evaluating the proposals received in response to the RFP from various parties including the Service Provider for implementing the Project, DoT has accepted the proposal submitted by M/s. _____ ("**Successful Bidder**") and issued a Letter of Acceptance ("**LoA**") No. _____ dated _____, duly acknowledged by the Successful Bidder by its letter No. _____ dated _____.
- D. The Parties hereto are required to enter into the Agreement being these presents to record the terms, conditions and covenants of the Project.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE COVENANTS, TERMS AND CONDITIONS SETFORTH HEREINAFTER, THE SUFFICIENCY AND ADEQUACY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That selected bidder is authorized to continue to execute the project and provide all financial support and technical know-how with regard to the operation and implementation of the Project on Build, Own, Operate and Transfer (BOOT) basis.
2. That selected bidder has to keep all equipments required for the project in good working condition and at no point of time shall be more than 4 years old, which means all equipments, which are more than 4 years old shall immediately be replaced by selected bidder with new equipments. And thereafter, any equipment which is becoming 4 years old at any point of time shall be replaced forth with.
3. That selected bidder shall continue to execute that Smart Card Project on BUILD OWN, OPERATE and TRANSFER (BOOT) basis. It shall provide all the additional required infrastructure and equipments as required for smooth operations of Smart Card Project.
4. That selected bidder shall procure all the equipment together with all necessary technology, infrastructure and software etc. either from within India or from abroad preferably from an internationally renowned company in the field of Smart Cards, at its own cost, duties etc. All these equipments, before deploying for the project shall be approved by ETDC(Electronics Test and Development Centre).
5. That selected bidder shall ensure that adequate technical manpower is provided for the purpose of smooth operation of the Project. It is agreed between the parties i.e. DoT and selected bidder that shall on

a permanent basis depute one fulltime Hardware Engineer/ System Administrator and other requisite number of technical as well as non technical persons to ensure smooth functioning of the Smart Card Project.

6. That selected bidder shall on a regular basis provide training to the Staffs of the State Government in transport and other departments (related to this Project) at their own cost. Separate set of hardware will be provided by selected bidder for exclusive use for training of the employees of Transport Department.
7. That the State Government shall continue to provide adequate space, without any cost to selected bidder in order to smooth operation of the Project during the entire tenure. It is made clear that selected bidder shall have no right other than the right of a licensee, over the said space so provided by the Transport Department, Govt. of Tripura during the tenure of the Project.
8. That the DoT shall at its own cost also provide electricity and telephone connections (without STD & ISD facility) at the centers during the entire tenure of the Project at free of cost.
9. That in order to smooth functioning of the project the State Government will grant all permissions, licenses etc. as will be required for this purpose to selected bidder from time to time.
10. That responsibility of interacting with NIC for procurement and installation of requisite software required for the project to be

procured from NIC such as Vahan, Sarathi and KMS and for required customization thereof, from time to time, shall lie with the DoT and selected bidder shall facilitate the Government with the required support for timely procurement of the said software and / or customization thereof.

11. The bidder shall ensure 24x7 internet connection for all 08(eight) Transport Offices and Churaibari, I CP.

12.

(a) The bidder shall maintain the followings:-

- (i) maintain the stock details of all equipments (Clients, peripheral devices, network equipment etc.)
- (ii) Hardware configuration of servers, clients, peripheral devices (Printer, Scanner, Bio-metric devices etc.), network equipments.
- (iii) Operating systems with original version, patches installed, license and security alerts.
- (iv) Application software installed with original version and patches applied.
- (v) Full version Anti Virus software installed with version details.
- (vi) maintain details of the vendor with contract numbers for Hardware and Software.
- (vii) Downtime of UPS
- (viii) Maintain complete network architecture details with information updated periodically as per the ground reality.
- (ix) Ensure that all the network nodes, cables are labeled and a register is maintained for easy identification.

(b) Troubleshooting: -

- (i) Document the problems, issues raised and solutions for future reference.
 - (ii) Classified the problems correctly(Hardware, Network, Operating System, Application software lack of user awareness on software usage.
 - (iii) Trouble shoot basic network issues, hardware issues, software issues and usage problem.
 - (iv) Escalate the problem to the concerned vendor if the problems could not be solved within the stipulated time.
 - (v) maintain a record of frequently asked questions and the solution provided.
13. Out of the total revenue, selected bidder shall pay 30% of the gross revenue collection to the State Govt. on monthly basis as revenue share of State Govt.
14. Selected bidder shall continue to implement the project on Build Own Operate & Transfer (BOOT) basis for 5 years w.e.f. _____. It may continue for further 05(five) years or any period on mutual agreement of both parties.
15. DoT reserves the right to terminate the agreement at any point of time if DoT feels that the bidder does not perform as per the agreement. If such disqualification/termination occurs after the agreement or during the agreement tenure, then DoT reserves the right to take any such measures as may be deem fit in the sole discretion DoT and in such case Hardware/machineries so installed by

the bidder shall be handed over to DoT/next successful bidder to be appointed by DoT observing all codal formalities.

On expiry of the agreement or in case of termination / rejection as the case may be, the hardware / machineries installed by the bidder shall be handed over to DoT or the next successful bidder on payment of existing value of the machineries and hardware. The value of existing hardware and machineries shall be evaluated by Chartered Accountant appointed by DoT and NIC, Agartala centre jointly.

16. That the smart card shall have a microprocessor chip of minimum 32 KB capacity and shall comply with and have uniform format and standardized software throughout the country as approved by the Ministry of Road Transport & Highways, Government of India. The complete system shall be as per specification for the Smart Card Operating System for Transport Application (SCOSTA) compliant and base application software namely VAHAN & SARATHI developed by NIC have to be used with due integration with the Key Management System (KMS) and the front end software. The software to be supplied by NIC shall be made available to selected bidder without any cost. If any customization of the software is required the same will be arranged by the DoT through NIC. Selected bidder shall ensure improvement of quality of the card which should be of international standard. If any complaint comes regarding poor quality of the card, selected bidder shall have to reprint the card free of cost.

17. Required number of Hand held terminal / Smartcard readers will be provided by selected bidder within thirty days from the date of effect of Agreement.
18. Only licensed software will be installed for implementation of this project and license documents will have to submitted to the JTC/concerned DTOs.
19. The employees of selected bidder will wear uniforms along with badges displaying names on their shirt chest pockets.
20. Requisites consumables as required for the purpose of Smart cards activities will be supplied by selected bidder at free of cost.
21. A 3(three) member committee will be formed with the representative from Transport Department, NIC Agartala Centre and selected bidder for taking decisions on necessary up gradation / replacement of existing hardware from time to time.
22. Selected bidder will keep sufficient stock of hardware and consumable for uninterrupted service to the people.
23. It will be the responsibility of selected bidder to keep clean all the peripheral hardware of all the offices on daily basis.
24. Selected bidder will supply good quality jacket along with Smart Card.

25. Existing local area networking (LAN) will be reinstalled / upgraded / repaired as and when required. All the requirements in relation with networking among all the Transport Offices in the State will be provided by selected bidder .
26. Selected bidder will ensure round the clock Air Conditioning of all the Server rooms during working hours uninterruptedly.
27. It will be the responsibility of selected bidder to take back up of all the data from time to time as per guideline prescribed by NIC.
28. That during the tenure of this agreement selected bidder shall repair, upgrade, renovate, maintain and provide additional equipments (wherever required) at its own expenses and infrastructure used for the project so as to maintain and incorporate the latest technology within a reasonable time.
29. That if any clause of this agreement is not capable of being enforced in law or otherwise, the parties agree to amend this agreement by incorporating suitable clause to substitute the said clause so as to fall in line with the law, rules and regulations of the subject which does not affect the spirit of this agreement.
30. In case of services of selected bidder found to be unsatisfactory the DoT reserves its right to terminate the agreement after giving 03(three) months prior notice. In such event, selected bidder shall reserve its right to recover the cost of investment and expenses from the DoT as per clause 14.

31. That the terms of this agreement shall be confidential and shall not be disclosed to any other person or authority for any commercial use.
32. That in case of any dispute of any nature whatsoever between the parties hereto, specially dispute regarding level of services being provided by successful bidder as per this agreement, which cannot be mutually resolved then the same shall be referred to the sole Arbitrator to be appointed by the parties and the proceedings would be conducted under the provisions of the Arbitration & Conciliation Act, 1996. The venue of such arbitration proceedings shall be at Agartala.
33. That this arrangement shall come into effect w.e.f. _____.
34. Selected bidder shall install required Hardwares, Peripherals equipments, machineries etc. as per approved specifications of ETDC along with necessary software required for printing of Smart Card (both DL & RC) in all district offices, JTC office, STA and MV. Check post, Churaibari and fitness centre at Barjala.
35. Selected bidder shall be liaising with the SWAN/LEASELINE operators for horizontal connectivity with the Transport Offices, Churaibari MV Check Post, STA and SWAN Point of presence. (PoP).
36. Selected bidder will pay 30% of the gross price / revenue collection of Clause no.12 to the DoT on monthly basis within the 7th day of every next month.

37. Selected bidder shall install branded UPS with 3 hrs back-up capacity to all District Transport Offices, Churaibari MV Check post, STA, JTC office & fitness centre at Barjala.
38. Selected bidder shall supply, install all the equipments, peripheral, hardware, machineries etc as per guide-line of Annexure-1.
39. The successful bidder shall perform and provide service within the requisite time. On default DoT reserves the right to levy penalty to the bidders as per guideline of Annexure-2.
40. Selected bidder shall be bound to reprint 5% of Smart Cards in free of cost on desire by the authority of Transport Department.

Full Signature of the
Joint Transport Commissioner,
Paribahan Bhawan, Agartala, West
Tripura.

Full Signature of the
Bidder /Contractor / Agency