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document**

GOVERNMENT OF GOA
TRANSPORT DEPARTMENT

TENDER DOCUMENT

FOR

**Preparation of Smart Card based
Registration Certificate (R.C.) in the Registering Authority offices of the State of Goa**

Office of The Director of Transport and Ex- officio Joint Secretary
PANJIM

TABLE OF CONTENTS

Section	Subject
I	Invitation for Bids
II	Instructions to Tenderers
III	General Conditions of Contract
IV	Detailed Technical Specifications- Part I - Background Part II – Schedule of Requirements
V	Bid Proposal Sheets

SECTION – I

INVITATION FOR BIDS

1.1. INVITATION FOR BIDS

Sealed Tenders are invited for and on behalf of the Governor of Goa, for the preparation of Smart Card Based Registration Certificates (R.C.) in the offices of Motor Vehicle Registration Authorities of the State of GOA for a period of 15 years.

1.2. SCOPE

The new vehicle registration carried out in the entire state of GOA will be issued on the Smart Cards from all Assistant Director of Transport offices in the State of GOA. All the existing as well as new vehicle registration certificates shall be issued on a Smart Card having microprocessor chip with an additional optical strip, Additionally, the existing and new registration certificates will also be mandatorily converted to the Smart cards in lieu of the existing paper based R.C Books in phases in about one year time from the date of implementing of project. A Single Vendor shall be finalized / selected for issuance of Smart Card Vehicle Registration certificates.

1.3. PROJECT IMPLEMENTATION

The project of issue of Smart Card R.C Books shall be implemented on “BUILD, OWN, OPERATE and TRANSFER ” (BOOT) basis for a period of 15 years, and all the investment on the project including site implementation and Site Networking, shall be borne by the tenderer himself.

1.4. INFORMATION TO TENDERES

- a) Tenderers are advised to study the tender document, carefully. Submission of the Tender shall be done after careful study and examination of the Tender Document with full understanding of its implications.
- b) Sealed offers prepared in accordance with the procedure detailed in section-II, should be submitted to the Director of Transport and Ex- officio Joint Secretary, GOA, 1st floor, Junta House, Panaji – Goa, (, not later than the date and time laid down at the address given in the schedule for invitation to tender under Para 1.5.
- c) All bids shall be accompanied by a EARNEST MONEY DEPOSIT Rs 5,00,000/- (Rs. Five Lakhs Only) in the form of demand draft drawn in favour of “Director of Transport and Ex- officio Joint Secretary”.
- d) Tender document shall not be transferable.

- e) Tenderers who are wholly and solely complying with the eligibility Para defined in this document should only submit their respective bids with comprehensive support documentation. The bids of the Tenderers who do not comply with the eligibility Para shall be summarily rejected. The decision of the Transport Department to the above effect will be final and no communication to the effect will be entertained. A consortium where the parties individually or jointly meet all the eligibility criteria may bid.
- f) Data retrieval in English should be possible in applicable software.
- g) Location specific data storage of critical data to make it more secure should be possible.
- h) The Transport Department of Government of Goa has a total of seven subordinate offices and one Head office. It is intended that while data entry shall be done at all offices, personalization, printing and issuance of VRC on Smart Cards shall only be done from the Office of Registering Authority as may be ordered by the Director of Transport and Ex- officio Joint Secretary.

1.5. SCHEDULE FOR INVITATION TO TENDER

- | | | |
|----|---|--|
| a) | Name of the Client
Telefax No. | Government of GOA through The Director
of Transport and Ex- officio Joint Secretary.
Telefax No. (0832) 2225724
e-mail:- director@goatransport.com |
| b) | Address from where
Tender documents can be
obtained | Office of the Director of Transport and Ex-
officio Joint Secretary, Govt. of GOA, 1 st
floor, Junta House, Panaji. |
| c) | Addressee and Address at which tenders to be submitted | Office of the Director of Transport and Ex-
officio Joint Secretary, Govt. of GOA, 1 st
floor, Junta House, Panaji |
| d) | Latest Time and Date for
receipt of Tender | On or before 17.00 Hrs
On date 26-Mar-2007 |
| e) | Place, Time and Date of
opening Technical Bid | Office of the Director of Transport and Ex-
officio Joint Secretary, Govt. of GOA,
Panaji
At 10.30 Hrs, On 27-Mar-2007 |
| f) | Date till which the Bid is
valid | 180 days from the date of opening the Bid.
Delivery schedules should clearly be
indicated including project start time and
completion time. |

Important Note:

- 1) The Director of Transport and Ex- officio Joint Secretary, shall not be responsible for any postal delay about non-receipt / non-delivery or late receipt of tender documents.
- 2) Incomplete documents shall be summarily rejected.

SECTION – II

INSTRUCTIONS TO TENDERERS

TABLE

PARA NUMBER	SUBJECT	PAGE
------------------------	----------------	-------------

INTRODUCTION

2.1	Procedure for Submission of Bids
2.2	Cost of Tender

THE TENDER DOCUMENT

2.3	Content of Tender Document
2.4	Clarification of Tender Document
2.5	Amendment of Tender Document

PREPARATION OF BIDS

2.6	Language of Bids
2.7	Documents comprising the Bids
2.8	Firm Prices
2.9	Payment
2.10	Eligibility Criteria
2.11	Tenderer Qualifications
2.12	Earnest Money Deposit
2.13	Period of validity of Bids
2.14	Format and Signing of Bids
2.15	Revelation of Prices
2.16	Income Tax Pan number
2.17	Terms and Conditions of Tendering Firms
2.18	Local Conditions
2.19	Headings

SUBMISSION OF BIDS

2.20	Sealing and Marking of Bids
2.21	Last Date for Receipt of Bids
2.22	Late Bids
2.23	Modifications and Withdrawal of Bids
2.24	Address for Correspondence

PARA NUMBER	SUBJECT	PAGE
2.25	Opening of Bids by Department	
2.26	Clarifications	
2.27	Preliminary Examination	
2.28	Evaluation and Comparison of Bids	
2.29	Contacting the Department	
	AWARD OF CONTRACT	
2.30.	Post Qualification	
2.31	Award Criteria	
2.32	Department's Right to vary scope of contract at the time of Award	
2.33	Notification of Award	
2.35	Signing of the Contract	
2.36	Performance Guarantee	
2.38	Confidentiality of the Document	

INSTRUCTIONS TO TENDERERS

INTRODUCTION

2.1 Procedure for submission of Bids

2.1.1 There shall be a Two Cover System for this tender

(a) Technical Bid (3 copies) in one cover.

(b) Financial Bid (3 copies) in one cover.

2.1.2 Each copy of Technical Bid of the Tender should be covered in a separate sealed cover superscribing the wording "Technical Bid". Each copy should also be marked as "Original" and "First Copy" and "Second Copy". All the copies should be put in a single sealed cover superscribing the wording "Technical Bid". The original should also enclose a copy of receipt for purchase of tender document. The Prices should not be indicated in the Technical Bid.

2.1.3 Each copy of Financial Bid of the Tender should be covered in a separate sealed cover superscribing the wordings "Financial Bid". Each copy should also be marked as "Original" and "First Copy" and "Second Copy". All the copies should be put in a single sealed cover superscribing the wordings "Financial Bid". Financial Bid should only indicate Prices (Item wise)

2.1.4 Both the Technical Bid cover and Financial Bid cover prepared as above shall be kept in a single sealed cover superscribing with Tender Number, Due Date, and the wordings "DO NOT OPEN BEFORE".

2.1.5 The cover thus prepared should also indicate clearly the name and address of the tenderer, to enable the Bid to be returned unopened in case it is received later than the submission date and time.

2.2 Cost of Tender

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation cum demonstration of short-listed Tenderers. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

2.2.2 The cost of this Tender Document shall be Rs.15000/- (Rupees Fifteen Thousand Only) and may be paid by a crossed Demand Draft drawn in favour of "Director of Transport & ex-officio Joint Secretary, " payable at PANJIM.

THE TENDER DOCUMENT

2.3 Content of the Tender Document

2.3.1 The Tender procedure, the Contract terms are prescribed in the Tender Document. In addition to Section – I – invitation for bids, the Tender Document includes:

- (a) Instructions to Tenderers (Section II)
- (b) General Conditions of Contract (Section III)
- (c) Detailed Technical Specifications (Section IV)
- (d) Bid Proposal Sheets (Section V)
- (e) Proforma for Firm's Description (Section I)
- (f) Proforma for Firm's / Firm's smart card technology partner's Experience (Annexure)
- (g) Proforma for Price Schedule (Annexure)
- (h) List of documents to be submitted by the Tenderer (Annexure)

2.3.2 The Tenderer shall examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish any information required in the Tender Document for submission of a Bid substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the Bid.

2.4 Clarification of Tender

2.4.1 Prospective Tenderer requiring any clarification regarding the Tender Document may send queries, notifications to the Director of Transport and Ex-officio Joint Secretary, GOA. The Department, however, reserves the right to provide or decline any response to the clarifications.

2.5 Amendment in the Tender Document

2.5.1 At any time prior to the last date of receipt of Bids, the Department, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by an amendment.

- 2.5.2 Any amendment effected to the Tender Document will be notified in writing or through available means of communication to all prospective tenderers who have received the Tender Document and will be binding on them.
- 2.5.3 In order to afford prospective tenderers reasonable time in which to take the amendment into account in preparing their Bids, the Government may, at its discretion, extend the last date for the receipt of Bids.

PREPARATION OF BIDS

2.6 Language of Bids

- 2.6.1 The Bids prepared by the tenderers and all correspondence and documents relating to the bids exchanged by the Tenderer and the Department, shall be written in English language.

2.7 Documents comprising the Bids

- 2.7.1 The Bids prepared by the tenderers shall be comprised of the following components. The comprehensive list of documents to be enclosed with the tender is provided in Annexure V of this tender document.
- (a) Technical Bid comprising the essential conditions shall consist of following:
- (i) Bid proposal sheets duly filled in and signed and complete in all respects along with filled up check list.(Annexure I)
 - (ii) Qualifying data duly filled in as per relevant Annexures II and III provided in the Bid Proposal Sheets along with documentary evidence to establish, in accordance with Para 2.10 that the Tenderer is eligible to Bid and is qualified to perform the Contract if its Bid is accepted.
 - (iii) Earnest Money Deposit furnished in accordance with para 2.12 of this section.
 - (iv) List of hardware, Software, necessary equipments, communication systems offered etc.
 - (v) Operational plan indicating data exchange between Department and Tenderer.
 - (vi) Schedule of delivery, installation and commissioning (including development and installation of application software / customization).

- (vii) Technology being used and system characteristics.
- (viii) One sample of Vehicle Registration Certificate on Smart Card having 4 KB microprocessor chip with optical strip of 1.5 MB complying to the smart card specifications as per G.S.R.513(E), GOI Notification dated 10/08/2004.
- (ix) Valid SCOSTA compliance certificate from NIC, Delhi in the name of the Bidder / the supporting Smart Card Manufacturer
- (x) Manpower deployment details.
- (xi) Site improvisation plans.
- (xii) Plan for Net-working.
- (xiii) Implementation Plan
- (xiv) Pre-qualifying technical competence, maintenance infrastructure facilities and vendor profile.
- (b) Financial Bid consisting of the following:
 - i) Bid Letter.
 - ii) Contract prices in terms of Rupees per Smart Card R.C. as per the schedule of requirements (Section IV) duly filled in and signed.

2.8 Firm Prices

- 2.8.1 The Tenderer shall, indicate, in the Bid Proposal Sheet, the Total Bid Price. Prices quoted shall be firm and final.
- 2.8.2 Prices should indicate prices at site, excluding all statutory levies and Taxes, (such as service tax, VAT, sales tax, excise duty, octroi, works contract tax, etc) as applicable at the time of issuance of cards, shall be extra.
- 2.8.3 Costs of Hardware, Software, site Communication System and operation, maintenance support cost shall be borne by the Tenderer during the entire period of contract.
- 2.8.4 Rates should not be disclosed in any form or by any reason in Technical Bid or before opening the Financial Bid failing which the bid shall be liable to be rejected.

2.9 Payment

- 2.9.1 In consideration of the Services rendered by the Tenderer under the Contract, the Department shall authorize the Tenderer to directly charge, recover and appropriate an approved amount for every personalized and printed Smart Registration Certificate (RC) as laid down in Para 4.4 of Section IV directly from the applicant. The Government shall issue necessary notification to this effect authorizing the Tenderer to collect and appropriate the charges of Smart Card based Vehicle Registration certificate.
- 2.9.2 The Tenderer shall issue a receipt for the amount received for the Smart Card based Registration Certificate.
- 2.9.3 The Tenderer shall furnish periodical returns accounting for the receipts and Registration Certificate issued as may be specified by the Director of Transport and Ex- officio Joint Secretary

2.10 Eligible Tenderers

- 2.10.1 The Bidding is open to all qualified Tenderers who meet the following qualifying requirements. The tenderer shall provide documentary evidence for all the following qualification Para and wherever indicated as per the Annexures. The bids without documentary evidences for any one of the Para will be summarily rejected and the department regarding lack of such documentary evidence shall entertain no communication.
- i. The Tenderer should have smart card supply arrangements (MOU/ Teaming Agreement/ Partnership / Consortium Agreement) with a manufacturer of smart cards (Tenderer's smart card technology partner). An attested copy of the MoU/ Teaming Agreement/ Partnership / Consortium Agreement must be annexed with the bid.
 - ii. The Tenderer or its Optical Card Technology partner should have manufacturing or supply arrangement for optical card technology, Copy of MOU / Teaming Agreement / Partnership / Consortium Agreement / supply agreement should be annexed, without which the Tender shall be summarily rejected.
 - iii. Tenderer or its smart card technology partner should have proven expertise in application development, systems integration & project management work.
 - iv. The Tenderer or its smart card technology partner must have been awarded the SCOSTA certification for smart cards for RC applications by NIC, New Delhi. The copy of above certification from NIC shall be submitted with the bid.
 - v. The Tenderer/Samrt Card Manufacturer should have past experience in the execution of similar/identity projects in other States where the Client/User is the State Government (Documentary proof to be produced as per Annexure -III).
 - vi. The Tenderer shall submit one sample of Vehicle Registration Certificate on Smart Card having 4 KB microprocessor chip with optical strip of 1.5 MB complying to the smart card specifications as per G.S.R.513(E), GOI Notification dated 10/08/2004. Bids without any sample shall be summarily rejected.

- vii. Tenderer /Smart Card Manufacturer should have an annual turnover of Rs.5 Crores in the last three years (Documentary proof to be produced as per Annexure-II) and capable to undertake large projects.
 - viii. The Tenderer and the smart card manufacturer shall have a valid ISO 9001 certification. A copy of these certificates shall be annexed to the bid. The Tenderer should provide the contact details of the ISO certifying agencies for verification purposes.
 - ix. The Tenderer should possess Income Tax Pan number.
 - x. The Tenderer should be a company registered under Companies Act, 1956.
 - xi. A consortium, comprising of upto three independent corporate entities where the firms jointly or individually meet all the eligibility criteria of the bidder may bid.
- 2.10.2 The Government reserves the right to carry out the capability assessment of the Tenderers and the Government's decision shall be final in this regard.

2.11 Tenderer Qualification

- 2.11.1 The "Tenderer" as used in the Tender Documents shall mean the one who has signed the Tender form.
- 2.11.2 It is further clarified that the individual signing the Tender or other documents in connection with the Tender must certify whether he signs as:
- (a) A "Sole Proprietor" of the firm or constituted attorney of such role proprietor.
 - (b) A partner of the firm if it be a partnership firm, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the partners.
 - (c) Constituted attorney of the firm, if it is a company.
 - (d) If the bid is submitted by a joint venture / consortium of two or more firms, the authorized representative of the joint venture / consortium shall sign it. A copy of power of Attorney in favour of the authorized representative, signed by authorized signatories of all the firms of the joint venture shall accompany bid document.

2.12 Earnest Money Deposit

- 2.12.1 Pursuant to Para 2.7.1 (a) (iii), the Tenderer shall furnish as part of its bid, Earnest Money Deposit of Rs. Five Lakh only, in Indian Rupees.
- 2.12.2 The Earnest Money Deposit shall be required to protect the Government interest against the risk of Tenderer's conduct which would warrant the Earnest Money Deposit's forfeiture pursuant to Para 2.12.9.

- 2.12.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the form of crossed demand draft issued by a Nationalised Bank only in favour of Director of Transport & ex-officio Joint Secretary, and shall be valid for the validity of the Bid. The bids with any other mode of payment except demand draft shall be summarily rejected. No communication shall be entertained by the department to the above effect.
- 2.12.4 The Government shall grant exemption to the Semi Government institutes / Organization for submission of EMD.
- 2.12.5 Any bid not secured in accordance with Para 2.12.1 and Para 2.12.4 will be rejected by the Department as non-responsive.
- 2.12.6 Unsuccessful Tenderer's Earnest Money Deposit will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Department, pursuant to Para 2.13.
- 2.12.7 Successful Tenderer's Earnest Money Deposit will be discharged upon the Tenderer executing the Contract pursuant to Para 2.36 and furnishing performance security, pursuant to Para 2.37.
- 2.12.8 No interest shall be payable by the Department on the amount of Earnest Money Deposit.
- 2.12.9 The Earnest Money Deposit shall be forfeited:
- (a) If a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the bid: or
 - (b) In the case of a successful Tenderer, if the Tenderer fails:
 - i) to sign the Contract in accordance with para 2.36.
 - OR
 - ii) to furnish performance security in accordance with para 2.37.

2.13 Period of Validity of Bids

- 2.13.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Department. A bid valid for a shorter period may be rejected by the Department as non-responsive.
- 2.13.2 In exceptional circumstances, the Department may request the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). The validity of Earnest Money Deposit provided under Para 2.12 shall also be suitably extended. A Tenderer may refuse the request to an extension without forfeiting its Earnest Money Deposit. A Tenderer granting the request shall not be required nor permitted to modify its bid.

2.14 Format and Signing of Bid

- 2.14.1 The Tenderer shall prepare three copies each of the Technical Bid and Financial Bid, clearly marking each copy as “Original”, “First Copy” and “Second Copy” as appropriate in accordance with Para 2.1. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The bids (both Technical and Commercial) shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to bind the Tenderer to the Contract in accordance with the Para 2.11. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

2.15 Revelation of Prices

- 2.15.1 Prices in any form or by any reason in Technical Bid or before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to technical clarification, revised Financial Bid in a separate sealed cover shall be accepted with prior written permission of the Department. Such sealed covers should be superscribed “Revised Financial Bid”.

2.16 Income Tax Pan Number

- 2.16.1 The tenderer shall have to submit an attested copy of its PAN NUMBER along with the bid.

2.17 Sales tax registration certificate

- 2.17.1 Tenderer shall submit its valid Sales Tax registration certificate from the Sales Tax Officer of the circle concerned, along with the bids

2.18 Terms and Conditions of Tendering Firms

- 2.18.1 Printed Terms and Conditions of the Tenderers shall not be considered as forming part of their Tenders. In case Terms and Conditions of the Contract applicable to this Invitation to tender are not acceptable to any Tenderer, he should clearly specify deviation in its Tender.

2.19 Local Conditions

- 2.19.1 It will be imperative on each Tenderer to fully acquaint himself with the local conditions and factors which would have any effect on the performance of the Contract and / or the cost.

2.20 Headings

- 2.20.1 The headings of conditions hereto shall not affect the construction thereof.

SUBMISSION OF BIDS

2.21 Sealing and Marking of Bids

- 2.21.1 The Tenderers shall seal and mark Technical Bid and Financial Bid in accordance with Para 2.1.
- 2.21.2 If the outer cover of the bid is not sealed and marked as required in Para 2.1 of Section – II, the Department shall assume no responsibility for the bid’s misplacement or premature opening.
- 2.21.3 The envelope containing the tender documents shall be submitted to the department along with a letter indicating their experience and technical competence. This letter will be utilised for pre qualifying the Tenderers with reference to the experience and technical competence as specified in Para 2.7.

2.22 Last Date for Receipt of Bids

- 2.22.1 Bids must be received by the Department at the address specified under Para 1.5 of Section – I, not later than the time and date specified in Para 1.5 of Section – I. In the event of the specified date for the receipt of bids being declared a holiday, bids will be received upto the appointed time on the next working day.
- 2.22.2 The Government may, at its discretion, extend this last date for the receipt of bids by amending the Tender Document in accordance with Para 2.5.3, in which case all rights and obligations of the Client and Tenderers previously subject to the last date will thereafter be subject to the last date as extended.

2.23 Late Bids

- 2.23.1 Bids received by the Department after the last date for receipt of bids specified by the Government, pursuant to para 1.5 Section – I, will be rejected and / or returned unopened to the Tenderer.

2.24 Modifications and Withdrawal of Bids

- 2.24.1 The Tenderer may modify or withdraw its bid after the submission of bid, provided that written notice of the modification or withdrawal is received by the Government prior to the last date prescribed for the receipt of bids.
- 2.24.2 The modification or withdrawal notice in respect of a Tenderer shall be prepared, sealed marked and dispatched in accordance with the provision of Para 2.1. A withdrawal notice may also be sent by fax or cable, but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

2.24.3 No bid shall be modified subsequent to the last date receipt for bids.

2.24.4 No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the Tenderer in the Bid. Withdrawal of a bid during this interval shall result in forfeiture of the Tenderer's bid security.

2.25 Address for Correspondence

2.25.1 The Tenderer shall designate official mailing address and place to which all correspondence shall be sent by the Department.

2.26 Opening of Bids by the Department

2.26.1 The Department will open the technical bid of the Tenderers, in the presence of their authorised representatives who choose to attend, at **10:30 hours on 27-Mar-2007** at the following location:

**Office of the Director of Transport and Ex- officio Joint Secretary,
First Floor, Junta House
Panjim, Goa**

2.26.2 The Tenderer's names, modification, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Department, at its discretion, may consider appropriate will be announced at the opening of Technical Bid.

2.26.3 The Department will prepare minutes of the Bid Opening.

2.27 Clarification

2.27.1 When deemed necessary, the Department may seek clarifications on any respect from the Tenderer. However, that would not entitle the Tenderer to change or cause any change in the substance of the Tender submitted or price quoted. The Department, may, if so desired, ask the Tenderer to give presentation for the purpose, as also for the preparation documents and other meetings, cost of which shall be borne by the Tenderer(s).

2.28 Preliminary Examination

2.28.1 The Department will examine the bids to determine whether they are complete, whether any errors have been made, whether required Earnest Money Deposit has been furnished, whether the documents have been properly signed and whether the bids are generally, in order.

2.28.2 If the Tenderer does not accept the corrections of the errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

2.28.3 A bid determined as not substantially responsive shall be rejected by the Department and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.28.4 The Department may waive minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Tender.

2.29 Evaluation and Comparison

2.29.1 The Department will evaluate the Technical Bids, previously determined to be substantially responsive pursuant to Para 2.10 to find out the eligibility, technical suitability and competence of a Tenderer to perform the Contract.

2.29.2 After Technical Bids are opened and evaluated, a list of short listed Tenderers will be prepared. The short-listed tenderers will be required to make a presentation cum demonstration to the Department. The components of the presentation cum demonstration shall include at least the following:

- i) Personalisation and printing of a SCOSTA smart card as per the National Standard for Transport Application.
- ii) Description on the smart card project experience of the tenderer or its smart card technology partner.
- iii) Description of the implementation plan.

The Department may include certain additional components in the presentation cum demonstration with at least 15 days notice to the short-listed tenderers.

2.29.3 The Financial Bid of the shortlisted tenderers only, shall be evaluated on the basis of charges quoted in terms of Rupees per Smart Card in accordance with the specifications in Para 4.4 of section IV, to select a Tenderer for the award of Contract.

2.29.4 All contractual matters pertaining to Agreement will be decided by Director of Transport and Ex- officio Joint Secretary subject to approval of the Government and the decision in this regard shall be final.

2.30 Contacting the Department

2.30.1 No Tenderer shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time Contract is awarded.

2.30.2 Any effort by a Tenderer to influence the Department's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Tender's Bid.

AWARD OF CONTRACT

2.31 Post Qualification

- 2.31.1 The Department will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 2.31.2 This determination will take into account the Tenderer's financial, Technical, and implementation capabilities.
- 2.31.3 An affirmative determination will be a pre-requisite for award of the Contract to the Tenderer. A negative determination will result in rejection of Tenderer's bid, in which event, the Department will proceed to the next lowest evaluated bid to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.32 Award Criteria

- 2.32.1 Subject to Para 2.30, the Government will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 2.32.2 A Single Vendor shall be finalized / selected for issuance of Smart Optical Card Vehicle Registration certificates in the State of GOA.

2.33 Department's Right to Vary Scope of Contract at the Time of Award

- 2.33.1 The Department may at any time, by a written order given to the Tenderer pursuant to Para 3.8 of Section – III make changes within the general scope of contract.
- 2.33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Tenderer's performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule implementation, or both, and the Contract shall accordingly be amended. Any claims by the Tenderer for adjustment under this Para must be asserted within thirty (30) days from the date of the Tenderer's receipt of the Department's changed order.

2.34 Department's Right to Accept any Bid and to Reject any or all Bids

- 2.34.1 The Government reserves the right to accept any bid, and to annul the Tender process and reject all Bids at any time prior to the Award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Government's action.

2.35 Notification of Award

- 2.35.1 Prior to the expiration of the period of bid validity, the Department will notify the successful Tenderer in writing by registered letter or by cable or telex or fax to be confirmed in writing by registered letter that its bid has been accepted.
- 2.35.2 The notification of award will constitute the formation of the Contract, subject only to furnishing of the Performance Guarantee in accordance with the provisions. The notification of award will be governed by terms and conditions given in the Tender document
- 2.35.3 Upon the successful Tenderer's furnishing of performance guarantee pursuant to Para 2.37 the Department will discharge its Earnest Money Deposit, pursuant to Para 2.12.

2.36 Signing of the Contract

- 2.36.1 At the same time as the Department notifies the successful Tenderer that his bid has been accepted, the Department will send the Tenderer the Contract Form incorporating all agreements between the parties.
- 2.36.2 Within 15 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Department.

2.37 Performance Guarantee

- 2.37.1 Within 15 days of the receipt of notification of award from the Department, successful Tenderer shall furnish the performance guarantee in accordance with Para 3.6 of Section – III in the Contract Performance Bond .
- 2.37.2 Failure of the successful Tenderer to comply with the requirements of Para 2.36 or Para 2.37 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit, in which event the Department may make the award to the next lowest evaluated Tenderer or call for new bids, as the case maybe.

2.38 Confidentiality of the Document

- 2.38.1 The Tender Document shall be confidential and the Tenderer is required to furnish an undertaking that anything in this Tender Document shall not be disclosed in any matter whatsoever.

2.39 Certificate to facilitate exemptions for Taxes, Duties, Customs, levies, excise

As the Smart Cards to be used for this contract have to be imported into India for State Government of GOA under the contract and would become the property of the State Government. The Government of GOA shall facilitate and help whenever the circumstances so warrants to import these cards as Government imports at the cost of the contractor, as these cards will be exclusively used only for the issuance Vehicle Registration certificates in the State of GOA. On each import of cards and consumables required under this contract, the Department will arrange for documentation and signatures in favour of the supplier to facilitate speedy custom clearances, safe transportation to offices of Assistant Directors of Transport location and safe custody of the material to enable smooth discharge of the responsibility under this contract. The department shall provide necessary exemption certificates wherever required for getting exemptions on import duties / taxes / levies / Octroi etc.

SECTION – III**GENERAL TERMS AND CONDITIONS OF CONTRACT****TABLE**

PARA NO.	TOPIC	PAGE
3.1	Definitions	
3.2	Application	
3.3	Standards of Performance	
3.4	Use of Contract Documents and Information	
3.5	Patent Rights	
3.6	Performance Guarantee	
3.8	Warranty	
3.9	Change Orders	
3.10	Contract Amendments	
3.11	Assignments	
3.12	Sub-Contracts	
3.13	Delays in Tenderer`s Performance	
3.14	Acceptance	
3.15	Liquidated Damages	
3.16	Termination for Default	
3.17	Force Majeure	
3.18	Termination for Insolvency	
3.19	Termination for Convenience	
3.20	Arbitration	
3.21	Governing Language	
3.22	Applicable Law	
3.23	Notices	
3.24	Delivery	
3.25	Passing of Property	
3.26	“No Claim” Certificate	
3.27	Suspension	
3.28	Cessation of Rights and Obligation	
3.29	Cessation of Services upon Termination	
3.30	Confidentiality	
3.31	Tenderer`s Personnel	
3.32	Project Manager	
3.33	Time Limit for the Commencement of work	
3.34	Completion of Contract	
3.35	Renewal of Contract	

GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **“Act”** means The Motor Vehicle Act, 1988 as amended up to date or as amended from time to time.
- (b) **“Agreement” / “Contract”** means the Concession Agreement signed between the the Government and the successful Bidder in the pursuance of acceptance of this bid by the Government, that incorporates any final correctness or modifications to the Bid and is Legal document binding both the parties to all the terms and conditions of the Contract to be signed immediately on final selection and issuance of Letter of Acceptance (LOA)
- (c) **“Arbitrator”** means the person or party as defined in the Arbitration and Conciliation Act, 1996;
- (d) **“Authority”** means the Government of GOA, Transport Department and includes an Officer as designated by the Government or any other agency to the State Government so notified by the State for this purpose.
- (e) **“Bid”** means the complete bidding document submitted by a Bidder to the Authority and shall include any corrections, addenda and modifications made therein before the last date of receipt of such bid.
- (f) **“Department”** means the Government of GOA acting through the Director of Transport and Ex- officio Joint Secretary.
- (g) **“Tenderer”** means the person or the firm or the company or Consortium who have participated in the said Tender and shall be deemed to include the Tenderer`s successors, authorised representatives (approved by the Department), heirs, executors, administrators and permitted assigns, as the case may be.
- (h) **“Contract price”** means the price approved by the department, and payable by the applicant, for the issue of the Certificates of Registration prepared and printed, in accordance with the terms of this contract.
- (i) **“Acceptance of Tenders”** means the letter / telex / telegram / fax or any memorandum communicating to the Tenderer the acceptance of its Tender and includes as advance acceptance of its Tender.
- (j) **“Joint Venture/ Consortium”** shall mean the association of two or more individuals/ the corporate/ the collaborator entity formed specially for the purpose of bid, and one of the partners / members is an Indian.
- (k) **“Notification”** shall mean and include all orders, directives and intimations issued by the Government in Official Gazette.
- (l) **“Smart Card” OR “Card”** for Vehicle Registration Certificate means a card having a minimum 4 KB microprocessor chip and all features specified in the notification of Government of India of 10th August 2004 with additional memory of 1.5 MB Optical Stripe,.
- (m) **VRC** means Vehicle Registration Card as per the Act in Form 23 A of the Central Motor Vehicles Rules, 1989 and amended from time to time.

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.3 PERIOD OF CONTRACT

3.3.1 The project shall operate on Build, Own Operate and Transfer (BOOT) basis for a period of Fifteen years. The Contract shall be for a period of fifteen years commencing from the date of signing of the Agreement by the Tenderer and the Government. A detailed agreement shall be entered into between the Tenderer and the Government for above mentioned period.

3.3.2 Contract period may be extended for a further period on mutually agreed terms. Time allowed to carry out supply shall be strictly observed by the Tenderer and shall be deemed to be the essence of the contract

3.3.3 The Tenderer bid as accepted by the Government shall be applicable to the entire State of Goa.

3.3.4 QUALITY STANDARDS

3.3.4.1.1 **Standards:** The services provided under this contract shall conform to the standards mentioned in the Technical Specifications, and when no standards are mentioned, than the international standards shall be applicable.

3.3.4.1.2 **Standard of Performance:** The Tenderer shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards. It shall employ appropriate advanced Technology and safe and effective equipment, machinery, material and methods. The Tenderer shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Department and shall, at all times, support and safeguard the Department's legitimate interests in any dealing with Third Parties.

3.4 Use of Contract Documents and Information

3.4.1 The Tenderer shall not, without the Department's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan drawing, pattern, sample or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.4.2 The Tenderer shall not, without the Department's prior written consent, make use of any document or information enumerated in Para 2.3 except for purpose of performing the Contract.

3.4.3 Any document, other than the Contract itself, enumerated in Para 2.3 shall remain the property of the Department and shall be retained (in all copies) by the Department.

3.5 Patent Rights

3.5.1 The Tenderer shall indemnify the Government against all third-party claims of infringement of patent, trademark /copyright or industrial design rights arising from the use of services or any part thereof.

3.6 Performance Guarantee

3.6.1 Within 15 days after receipt of notification of award of the Contract from the Government, the successful Tenderer shall furnish performance guarantee to the Government, which shall be equal to (Rs.15,00,000/-) Rupees Fifteen Lakhs and shall be in the form of a Bank Guarantee bond from a Nationalized Bank in the Proforma given by Director of Transport and Ex- officio Joint Secretary, Government of Goa.

3.7 Warranty

3.7.1 The Tenderer shall warrant that the Smart Card RC printed under the Contract are specifically designed and developed for the Department and based on the most recent and current techniques and complies with the specifications in para 4.4.

3.7.2 The Department shall promptly notify the Tenderer of any claims arising under this warranty.

3.7.3 Upon receipt of such notice, the Tenderer shall, with all reasonable speed, remove the defects(s), and reissue the cards free of cost without prejudice to any other rights which the Government may have against the Tenderer under the Contract.

3.7.4 If the Tenderer, having been notified, fails to remedy the defect(s) within a reasonable period, in any case not more than two weeks, the Government may proceed to take such remedial action as may be necessary, at the Tenderer`s risk and expense and without prejudice to any other rights which the Government may have against the Tenderer under the Contract.

3.8 Change Orders

3.8.1 The Government may at any time, by a written order given to the Tenderer pursuant to Para 2.24 of Section – II, make changes within the general scope of the Contract.

3.8.2 If any such change causes an increase in the cost of, or the time required for, the Tenderer`s performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or implementation schedule, or both, and the Contract shall accordingly be amended. Any

claims by the Tenderer for adjustment under this Para must be asserted within thirty(30) days from the date of the Tenderer`s receipt of the Government`s change order.

3.9 Contract Amendments

3.9.1 Subject to Para 3.13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties i.e. The Tenderer and the Government.

3.10 Assignment

3.10.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under the contract, without any written permission of the Government.

3.11 Sub Contracts

3.11.1 The Tenderer shall notify the Government in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification, in his original bid or later, shall not relieve the Tenderer from any liability or obligation under the Contract. Subletting / sub Contracting / appointment of franchisee shall be allowed only after prior written consent of the Government.

3.11.2 Notifications:

Before implementing the project the Transport Department will take necessary action to amend relevant rules framed under the Goa Motor Vehicles Act and to issue suitable notifications for enforcing the issuance of Smart Card RC to all the new vehicle owners and for all those vehicles registered prior to issue of this notification to convert from booklet based R.C. to Smart Card based R.C. in about one years time.

3.12 Delays in the Tenderer`s Performance

3.12.1 Performance of the Contract shall be made by the Tenderer in accordance with the time schedule specified by the Government as indicated in Para 3.33. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and that time shall be deemed to be essence of the contract

3.12.2 A delay by the Tenderer in the performance of its Contract obligations shall render the Tenderer liable to any or all of the following sanctions:

- i) Forfeiture of its performance guarantee
- ii) Imposition of liquidated damages ; and/or
- iii) Termination of the Contract for default.

3.12.3 If at any time during performance of the Contract, the Tenderer or its Sub-contractor(s) should encounter conditions impeding timely completion of the services under the

Contract and performance of services, the Tenderer shall promptly notify the Department in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Tenderer`s notice, the Government shall evaluate the situation and may at its discretion extend the Tenderer`s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

3.13 Liquidated Damages

- 3.13.1 In the event of failure of the Tenderer to secure acceptance by the Government, before the commencement date as prescribed by the Government, the Government reserve the option to recover from the Tenderer as liquidated damages and not by way of penalty, for the period after the said commencement date, until acceptance a sum equivalent to Rupees five hundred for each working days of the failure of Tenderer upto a maximum of Rupees twenty five Thousand, to secure acceptance or part thereof, without prejudice to other remedies under the Contract.

3.14 Termination for Default

- 3.14.1 The Government may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, terminate the Contract in whole or in part if :
- (a) The Tenderer fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by the Government pursuant to Para 3.13:

OR

- (b) The Tenderer fails to perform any other obligation(s) under the Contract.

3.15 Force Majeure

- 3.15.1 Notwithstanding the provisions of Para 3.13, 3.15 and 3.16, the Tenderer shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 3.15.2 For purpose of this Para, “Force Majeure” means an event beyond the control of the Tenderer and not involving the Tenderer`s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Department either in its sovereign or contractual capacity, wars or revolutions, strikes, fires, floods, epidemics, quarantine restrictions and freight embargos.

3.15.3 If a Force Majeure situation arises, the Tenderer shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the Tenderer shall continue to perform its obligations under the contracts as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Department may terminate this Contract, by giving a written notice of minimum 30 days to the Tenderer, if as a result of Force Majeure the Tenderer is unable to perform a material portion of the services for a period of more than 60 days.

3.16 Termination for Insolvency

3.16.1 The Department may at any time terminate the Contract by giving written notice to the Tenderer, if the Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

3.17 Arbitration

3.17.1 The Department and the Tenderer shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

3.17.2 If after thirty (30) days from the commencement of such direct informal negotiations, the Department and the Tenderer have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Para 3.17.3 .

3.17.3 In the case of a dispute or difference arising between the Government and the tenderer relating to any matter arising out of or connected with this Contract, such dispute or differences shall be referred to the award of two arbitrators, one arbitrator to be nominated by the Government and the other to be nominated by the Tenderer or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference, and in case the arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/Institution of Engineers, India shall be final and binding on the parties.

3.17.4 The Arbitration and Conciliation Act, 1996, the rules there under any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

3.17.5 The venue of arbitration shall be PANJIM from where the Contract is issued.

3.18 Governing Language

3.18.1 The Contract shall be written in the language of the Bid. As specified by the Government in the Instructions to Tenderers. Subject to para 2.6 of Section-II that Language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

3.19 Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws.

3.20 Notices

3.21.1 Any notice by one party to the other pursuant to the Contract, shall be sent in writing or by telegram or by telex/cable and confirmed in writing to the address specified for that purpose in the Contract.

3.23.1 A notice shall be effective when delivered or on the notice`s effective date, whichever is later.

3.24 Delivery

3.24.1 The items as specified in Section – IV are required to be implemented and /or supplied, installed and commissioned by the Tenderer within the period indicated in the Contract.

3.25 Passing of Property

3.25.1 The ownership of the site shall not pass to the Selected Tenderer. The Selected Tenderer shall hand-over all the site allotted by the department after the expiry of the contract period

3.26 `No Claim` Certificate

3.26.1 The Selected Tenderer shall not be entitled to make any claim, whatsoever, against the Government, under or by virtue of or arising out of, this Contract, nor shall the Government entertain or consider any such claim, if made by the Tenderer after he shall have signed a `No Claim` Certificate in favour of the Department in such form as shall be required by the Department after the works are finally accepted.

3.27 Suspension

3.27.1 The Government may, by a written notice of suspension to the Selected Tenderer, suspend the Contract if the Selected Tenderer fails to perform any of its obligations

under this Contract, (Including the carrying out of the services) provided that such notice of suspension :

- I) shall specify the nature of failure and
- II) shall request the Tenderer to remedy such failure within specified period from the date of receipt of such notice of suspension by the Tenderer.

3.28 Cessation of Rights and Obligations

3.28.1 Upon termination of the Contract pursuant to any of the Para 3.13 to 3.16 above or upon expiration of this Contract pursuant to Para 3.3, all rights and obligations of such parties hereunder shall cease, except:

- i) such rights and obligation as may have accrued on the date of termination or expiration.
- ii) The obligation of confidentiality set forth in Para 3.30 below.
- iii) Any right which a party may have under the applicable law

3.29 Cessation of Services upon Termination

3.29.1 Upon termination of the Contract pursuant to any of the Para 3.13, 3.16, 3.17 and 3.27 above, the Selected Tenderer shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

3.30 Confidentiality

3.30.1 The Tenderer, its Subcontractors and their personnel shall not, either during the term or after expiration of the Contracts, disclose any proprietary or confidential information relating to the Services, the Contract or the Department's business or operations without the prior written consent of the department.

3.31 Tenderer's Personnel

3.31.1 The Tenderer shall employ and provide such qualified and experienced personnel as are required to perform the services under the Contract.

3.32 Project Manager

3.32.1 The Tenderer shall ensure that at all time during the currency of the Contract a Project Manager, under intimation to the Department, shall take charge and be responsible for the performance of the Contract.

3.33 Time Limit for the Commencement of Work

3.33.1 The Tenderer shall complete the work as specified in Task - I of scope of work in para 4.3.1 and commence the work specified in Task – II of the scope of work in para 4.3.2 within stipulated period from the date of award of contract.

3.33.2 The above time limit is indicative and shall be decided in Consultation with the Tenderer at the time of award of Contract.

3.34 Completion of Contract

3.34.1 Unless terminated earlier, pursuant to Para 3.14, 3.15, 3.16, 3.17 and 3.27, the Contract shall complete on the completion in 15 years from the date of commencement of operation at all Assistant Director of Transport sites.

3.35 Renewal of Contract

3.35.1 The Tenderer and the Government may renew the contract for a further period, as may be mutually decided on the terms and conditions which may be negotiated.

3.35.2 The negotiations for the renewal shall commence not less than 2 months before the expiry of this contract.

3.36 Release of Bank Guarantee

Bank Guarantee submitted by the shall be released after satisfactory completion of the contract if any.

SECTION – IV**PROPOSED SYSTEM****TABLE**

PARA NO.	TOPIC	PAGE
4.1	Background	
4.2	Proposed objectives	
4.3	Scope of work	
4.4	Features of the Smart card for R.C.	

SECTION – IV

PART – I

4.1 BACKGROUND

The issuance of registration of Motor Vehicles (RC) is carried out in accordance with the provisions laid down in the Motor Vehicles Act, 1988, and Central Motor Vehicle Rules, 1989 (All, as amended from time to time). The competent Authority is the Director of Transport and Ex- officio Joint Secretary, Dy.Directors of Transport and The Assistant Directors of Transport(ADT) in the districts/talukas.

4.1.1 The Registered vehicles are broadly categorized in two parts – Transport Vehicles and Non-Transport Vehicles.

4.1.2 The Assistant Directors of Transport issue Registration Certificates (R.Cs.).

4.1.3 ACTIVITIES COVERED UNDER REGISTRATION :-

- Issue of Registration Certificate for new vehicles.
- Issue of Registration Certificate for vehicles from the other states.
- Issue of Duplicate Registration certificate.
- Issue of Duplicate Tax Certificate.
- Alteration in vehicles.
- Alteration in the body of the vehicle.
- Endorsement of Hypothecation Agreement.
- Termination of Hypothecation Agreement.
- Transfer of ownership.
- Change of Address.
- Cancellation of Registration.
- Issue of Temporary Registration.
- Periodical Payment of Tax for Transport vehicle.
- Issue of Certificate of Fitness of Transport vehicle.

4.1.4 The Registration Certificate (RC Book) contains some important information regarding vehicle owner and also particulars of Tax paid. The vehicle owner has to submit the required details in various forms prescribed for the purpose and some relevant supporting documents. With the help of this information, the Registering Authority issues RC to the owner of the vehicle.

4.1.5 MANAGEMENT INFORMATION SYSTEM :-

The MIS shall be controlled by the backend that will be provided by the Transport Department.

4.1.6 EXISTING SYSTEM OF ISSUING RC :-

RC books are printed on preprinted stationery in booklet form.

4.2 PROPOSED OBJECTIVES :-

4.2.1 The new Smart card system is aimed at Introduction of a user-friendly system of registration certificates.

4.2.2 PROPOSED SYSTEM :-

- i) The RC will be printed and personalised in the form of Smart Card. The information personalised and printed in the smart card will be as per the National Standards for Transport Application for both MRZ and VIZ. The government's prescribed format for the Visual Instruction Zone (V.I.Z.) and the Machine Readable Zone (M.R.Z.) in the smart cards must be followed. Vehicle registration backend will be based on Vahan and Key Management system (KMS) systems developed by NIC. The tenderer shall be provided with suited data in the desired data format electronically by the department during operations for personalisation and printing of the RC smart cards. The work flow shall be as per the National Standards for Transport Applications.
- ii) The Key Management System provided by the department will be used by the designated authority at each Office of Assistant Director of Transport to inject keys (KMS provided by NIC to the Department) into the smart cards and to activate the smart cards after they have been personalised and printed by the tenderer and after they have been checked for appropriateness
- iii) The data-base created shall be stored on the HDD and shall be backed-up on Tape drives and will be the property of the Department. The back-up devices and consumables will be provided by the tenderer. The Tenderer shall not utilize the data-base or any information related thereof without the permission of the Department.
- iv) The specifications for the National Standard for Transport Applications and Smart Card Operating System for Transport applications (G.S.R.513(E), GOI Notification dated 10/08/2004.) as issued by the Ministry of Road Transport and Highways, Government of India is to be followed. The Reference hardware specifications to be followed are mentioned in Annexure VIII. The tenderers are advised to thoroughly study and follow all the documents given in the following National Standards for Transport Applications website before preparing their bids:

www.parivahan.nic.in

SECTION -IV

PART –II

SCHEDULE OF REQUIREMENT

4.3 **Scope of work:** The scope of work is as indicated in para 1.2. However, in the Transport Department of the State of Goa presently the Registration process has been computerized and under this system there is a facility for the Dealers to Register a vehicle at their own level by connecting to the Central Server. This application is being implemented using a software provided by a Private Company. The preparation of Smart Card based RC should take care to include this facility in the application without any additional cost.

4.3.1 Task –I: Initial preparation

- 4.3.1.1 The Selected Tenderer shall improvise the sites at Transport offices at their own cost in order to undertake the work of preparing Smart Card for issue of RC. The department shall make sufficient (built up) space available to the Selected Tenderer for the purpose.
- 4.3.1.2 The Selected Tenderer shall install the necessary hardware, equipment with their own investment. (PCs, Servers, Digital Camera, Signature pad, Printers, smart card Reader / Writers , hand-held terminals, back-up tape drives and tapes etc.). The Selected Tenderer shall provide necessary servers with configuration sufficient to manage the backend at each Office of Assistant Director of Transport for RC. However, the Department will provide the existing servers' usage for RC database management for Assistant Director of Transport offices in PANJIM only. The Selected Tenderer shall provide the necessary hardware for the Key Management System (KMS). The Department shall provide the software Vahan with KMS developed by NIC New Delhi free of cost.
- 4.3.1.3 The Selected Tenderer shall procure the necessary stock of consumables.
- 4.3.1.4 The Selected Tenderer shall deploy necessary manpower on site(s) for operating the system. Pay wages, allowances, or any remuneration to be paid to the personnel deployed shall be paid by Selected Tenderer.
- 4.3.1.5 Electric cabling, Terminal cabling etc. shall be done by the Selected Tenderer with their expenditure.
- 4.3.1.6 Recurring electrical charges for operating the system shall be borne by the Department.

- 4.3.1.7 The Selected Tenderer shall supply 50 Hand Held Terminals (see annexure VIII for terminal specification to be followed) to the Department as a part of this project. The Selected Tenderer should also separately provide the Handheld terminal cost for any additional procurement by the department or any other government agencies.
- 4.3.1.8 The Selected Tenderer shall deploy necessary manpower for day to day operation at each Office of Assistant Director of Transport for the project as stipulated.
- 4.3.1.9 The Selected Tenderer is also required to maintain the State Registers in Electronic form for vehicle registration

4.3.2 **Task –II: Preparation of smart card for issue of RC .**

- 4.3.2.1 The Selected Tenderer shall prepare and issue the Smart Card RC in the prescribed format and using the information supplied by the Department, within the time limit as defined in the Citizens Charter of the department. The data entry work for new RC shall be done by the Selected Tenderer. Only the designated official of the Office of Assistant Director of Transport will activate the RC Smart Cards using the KMS provided by NIC, New Delhi. The RTO1 and RTO2 card sets will be provided, managed and maintained by the Department. The workflow as defined in the National Standards for Transport Applications shall need to be followed.
- 4.3.2.2 The Selected Tenderer shall maintain the stock of consumables adequate for the period of at least one month.
- 4.3.2.3 The Selected Tenderer shall submit periodical returns of RC personalised and printed on Smart Cards as per the National Standards for Transport Applications for card activation so as to conform to the Citizens Charter.
- 4.3.2.4 The Selected Tenderer shall maintain the hardware so as to ensure full time availability. The RC backend servers shall be maintained only by the Department.
- 4.3.2.5 The Selected Tenderer shall ensure that the hardware provided is fully compatible for Department's future plans of connecting the Office of Assistant Director of Transport databases for RC to a central database. The communication system for connecting all Office of Assistant Director of Transport databases for RC, however, are presently out of scope of this project. The required Local Area Networking at each Office of Assistant Director of Transport for the project as stipulated under this tender shall be provided and managed by the Selected Tenderer.

4.3.3. **TASK -III DATA BASE CREATION:-**

- I) The Selected Tenderer shall preserve data information on hard disc and on the back-up media. The RC backend back-up shall be managed by the department. All back-up hardware and consumables shall need to be provided by the Selected Tenderer.

- II) The system provided by the Selected Tenderer shall be compatible with the existing system installed at all Offices of Assistant Director of Transport in the State and also the central unit of the Department. The backend for RC i.e. VAHAN applications shall be provided by the Government.
- III) All data acquired by the contractor shall be the property of the Government and should not be tampered with or used/misused or shall dispose or transfer to any other person.
- IV) All data shall be handed over to the authorized person for Transport Department on a periodical basis or/and as and when desired by Transport department on a prescribed storage media
- V) The Selected Tenderer shall **not** be required to do data entry for all old vehicles registration details and maintain the state registers in electronic form as the task is being undertaken by the Department.
- VI) The Selected Tenderer shall not undertake any other business in the premises of Office of Assistant Director of Transport during currency of contract without prior permission from Department. Nevertheless the contractor may undertake any promotional activity for purpose of encouraging / promoting / expediting issuance / conversions of Smart Cards based Vehicle Registrations under intimation to Department

4.4

FEATURES OF THE SMART CARDS FOR VRC:-

- I) The details of smart cards provided in Annexure VIII must be followed.
- II) Card shall resist damage to its surface and shall remain intact during normal use, storage and handling.
- III) A smart card shall required to be updated regularly for all other applications required under Act and rules, and as per guide-lines/direction issued by the department from time to time. The successful Bidder will carryout this updation only after getting proper authorization from concerned authority. For each Smart Card at a charge to be quoted separately in the Financial Bid
- IV) Smart Card should contain the matter prescribed in MV Act and Rules and other information prescribed by MoRT&H (Ministry of Road Transport and Highways, Government of India) on V.I.Z. and M.I.Z.

4.5

The Selected Tenderer shall build a Wide Area Network (WAN) using either Lease Line / VSAT / ISDN / PSTN Dial-up, etc. connecting all locations through a suitable communication medium required for transferring data on regular basis from all locations to central server at Head Office at regular/frequent intervals as desired by the Transport Department.

4.6

The Selected Tenderer shall undertake all modifications/up-gradations to ensure that all deliverables are in conformance to the rules and Acts as amended from time to time. The cost for such up-gradation / modification shall be mutually decided prior to such up gradation.

SECTION –V**BID PROPOSAL SHEETS****TABLE OF CONTENTS**

Sr..	TOPIC
1	Proforma Proposal
2	Proforma Firm's Description
3	Proforma for Firm's Experience
4	Proforma for Price Schedule
5	List of documents to be Submitted by Tenderer
6	List of Transport Offices
7.	No. of vehicles registered

ANNEXURE – I

BID PROPOSAL

Tenderer's Proposal Reference No. and Date :
 Tenderer's Name and Address :
 Person to be Contacted :
 Designation :
 Telephone No(s) :
 Telex No(s) :
 Fax No(s) :

To,
 The Director of Transport and
 Ex- officio Joint Secretary
 Transport Department
 Government of GOA
 PANJIM

Subject : Proposal for preparation of Smart Card based Registration Certificate (RC) in all the Office of Assistant Director of Transport in GOA State.

Sir,

1.0 We the undersigned Tenderers, having read and examined in detail the Specifications and all the bidding documents in respect of the personalisation and printing of registration Certificates (RC), do hereby propose to provide the services as specified in the Bidding Documents.

2.0 Price and Validity

2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of opening of the Bids.

2.2 We are an Indian firm and do hereby confirm that our Bid prices are delivered but exclude all statutory taxes such as Sales tax, levies, duties, Octroi, etc.

- 3.0 We hereby declare that if any Income Tax, Surcharge on Income Tax, Professional Tax and other Corporate Tax is assessed under law, we shall pay the same.
- 4.0 Contract Price**
We have indicated in the relevant schedule enclosed the contract price for the purpose of rendering the services inclusive of site improvisation at the Regional / Assistant Regional Transport Office and personalisation & printing and issue of Registration Certificates (RC) there from as well as price adjustment in case of any increase to/decrease from the Scope of Work under the Contract.
- 5.0 Earnest money Deposit**
We have enclosed an Earnest Money Deposit for a sum of Rupees five Lakhs only. This Bid security is liable to be forfeited in accordance with the provisions of Bid Documents.
- 6.0 We declare that all the Services shall be performed strictly in accordance with the Technical Specifications and other bid documents.
- 7.0 Bid Pricing**
We further declare that the prices stated in our proposal are in accordance with your Instructions to Tenderers included in Bidding documents.
- 8.0 Qualifying Data**
We confirm having submitted the qualification data as required by you in your Instructions to tenderers. This is enclosed in Annexure II and II. In case you require any further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

9.0 Bid Price

We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated in Annexure IV attached with our proposal as part of the Financial Bid.

10.0 Contract Performance security

We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Guarantee Bond as prescribed by Transport Department.

11.0 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my / our knowledge and brief.

Thanking you,

Yours faithfully,

(SIGNATURE)

NAME :
 DESIGNATION :
 SEAL :
 DATE :
 PLACE :
 BUSINESS ADDRESS :

ANNEXURE – II (To be supported by documentary evidence)

FIRM'S DESCRIPTION

-
1. Name of the firm
 2. Year of Establishment
-

3. Address of Office
 4. Telephone No.(s)
 5. Fax No(s)
 7. Email address (s)
-

8. Names and Addresses of the Affiliated Firms

- i)
- ii)
- iii)
- iv)
- v)
- vi)

9. Annual Turnover of Company in last 3 years
- | | Year | Turnover (Rs in Crores) |
|--|---------|-------------------------|
| | 2006-07 | |
| | 2005-06 | |
| | 2004-05 | |
-

As of this date, the information furnished in all parts of this form is accurate and true to the best of my knowledge.

(NAME AND DESIGNATION
OF THE PERSONS SIGNING)

(SIGNATURE)

(DATE)

Overall smart card related experience of Tenderer / Consortium / Smart Card manufacturer

Total supply record of smart cards (in Crores):

Total supply record of Microprocessor smart card for Identity applications (in Crores):

Total number of years of experience as smart card manufacturer and supplier:

Smart card OS development and supporting experience:

Name of Smart card OS	Year launched	Years supported
-----------------------	---------------	-----------------

Business address and Telephone numbers in India:

Number of Marketing/ Sales Staff in India:

Number of Technical Staff in India:

Number of Logistics staff in India:

ANNEXURE-III (To be supported by documentary evidence)

Smart card Project experience of Tenderer / consortium / Smart Card Manufacturer/

(INDICATE PROJECTS RELATING TO IDENTITY/ DRIVING LICENCE/ VEHICLE REGISTRATION ON SMART CARDS)

SEPARATE SHEET FOR EACH PROJECT

Name and address of the client

Project application

Check as applicable

- Identity
 DL
 RC

Title of project

Check as applicable

- Smart card supply
 Smart card supply, solution and services

Start Date :

Completion Date, if applicable :

Approx. value of the project in Rs.

Number of smart card supplied till date for the project:

Volumes handled in terms of cards/day

Security features incorporated

Material specifications and the terminology used.

Specify any special features of the project,
which the Tenderer may like to specify

Name, Title & Address of the Client's
person who can be contacted

ANNEXURE-IV (Form of FINANCIAL BID)

Schedule of the **Contract Price** for Preparation of Smart Card based Vehicle Registration Certificate as per the specification (Considering LAN and site implementations) at all Transport Offices of Transport Department in GOA.

A] Price in Rupees for printing and Issuing a Registration Certificate (R.C.) Smart Card as per the specifications (Including of site improvisation, hardware, software personalisation, and LAN etc.) (In words Rs.....per RC)	<u>Price per RC in Rupees</u>
c) Hand held terminal (per unit for additional requirement over and above para 4.3.1.7)	
d) Charge for Data Up-dation on each smart card	

NOTE: Prices should indicate prices at site, excluding all statutory levies and Taxes, which shall be extra

SIGNATURE & STAMP OF Tenderer

ANNEXURE – V

List of Documents to be submitted by Tenderer

(a) Technical Bid :-

- 1) Bid Proposal sheets duly filled in and signed and complete in all respect
- 2) Document Check-list.
- 3) Details of Bidder's description as per Annexure II
- 4) Details of Bidder's/ Bidder's smart card manufacturer / technology partner's Experience as per Annexure III (Separate sheet should be attached for each client/project).
- 5) Documentary evidence of financial resources. (Annexure II)
- 6) Documentary evidence to establish Bidder's experience in smart card projects. (Annexure III)
- 7) Documentary evidence to establish Bidder's smart card technology partners experience in smart cards and its manufacturing.
- 8) Documentary evidence to prove tenderer's smart card manufacturer / technology partner has its own facilities for manufacturing of smart cards globally and addresses and telephone numbers of such facilities.
- 9) Income Tax Pan Number in accordance with para 2.16.
- 10) Proof of Registration under Companies Act, 1956.
- 11) Earnest money deposit in accordance with para 2.12
- 12) List of hardware such as PC, Servers, camera, Scanner, signature scanner, smart card Readers/Writers, Hand held terminals and all other necessary machineries, equipments, back-up devices etc. going to provide for computerization of RC issuance system.
- 13) Details of PC operating system, application software and data base providing.
- 14) Details of Net-working (LAN)
- 15) Details of Technology being used and system characteristics.
- 16) Schedule of installation, Commissioning, delivery (including Development and installation of application software/customization)
- 17) Operation plan indication data entry, data-transfer, data-base creation, and final end product i.e. RC, plan of Networking.
- 18) 1 No. Sample of RC smart card with additional Optical Strip.
- 19) Bidder's / Bidders Smart Card manufacturer SCOSTA Certificate from NIC, Delhi for DL / RC Applications
- 20) Proof of Power of Attorney for Bidder's smart card manufacturer / technology partner.
- 21) Undertaking from the Tenderer mentioning the name and address of its smart cards manufacturer / technology partner conforming that it will supply smart cards that are procured from the mentioned smart card manufacturer / technology partner
- 22) Manufacturer's Authorisation(s) for supply of consumables including smart cards.
- 23) Copy of MoU/ Teaming Agreement/ Partnership with the smart card manufacturer / technology partner
- 24) Man power deployment details.

- 25) Site improvisation Plan.
- 26) Project Implementation Plan.
- 27) Photocopy of Reference letters from Customers to establish eligibility in compliance to para 2.10
- 28) Document regarding authority to sign on tender document/constituted power of Attorney.
- 29) Declaration with in accordance to para 2.38
- 30) Consumables and Hardware brochures.
- 31) Copy of ISO 9001 certificate for Tenderer and its smart card manufacturer / technology partner. Contact details of the respective ISO 9001 certifying agencies.

(b) Financial Bid:-

Tenderer shall submit Financial Bid (3 copies) in one cover.

- Three copies of Financial Bid of the tender should be enclosed in a separate sealed cover superscribing the words 'Financial Bid'. Each copy should also be marked as 'Original', 'First Copy' and 'Second Copy'. Both the copies should be in a single sealed cover as enumerated above.
- The cover thus prepared should also indicate clearly the name and address of the Tenderer(s) to enable the bids to be returned unopened in case it is declared 'Late' or in any other eventuality.

ANNEXURE VI**LIST AND ADDRESSES OF TRANSPORT OFFICES IN GOA**

- 1. Director of Transport & Ex-Officio Joint Secretary,
Junta House, First Floor, Panaji-Goa.**
- 2. The Assistant Director of Transport &
The Registering Authority(North),
KTC bus stand, Panaji.**
- 3. The Assistant Director of Transport &
The Registering Authority, Mapusa,
Mapusa-Goa.**
- 4. The Assistant Director of Transport &
The Registering Authority, Bicholim,
Bicholim-Goa.**
- 5. The Assistant Director of Transport &
The Registering Authority, Ponda.
Ponda-Goa.**
- 6. The Assistant Director of Transport &
The Registering Authority(South),
Margao-Goa**
- 7. The Assistant Director of Transport &
The Registering Authority,Vasco,
Vasco-Goa.**
- 8. The Assistant Director of Transport &
The Registering Authority, Quepem
Quepem-Goa.**
- 9. The Assistant Director of Transport(Enforcement-North),
Junta House, First Floor, Panaji-Goa.**
- 10. The Assistant Director of Transport(Enforcement-South),
Margao-Goa.**

ANNEXURE VII

MOTOR VEHICLE POPULATION AS PER LIVE REGISTER IN GOA

Types of Motor Vehicles	M.V. on live Reg. as on 31/03/2004	M.V. on live Reg. as on 31/03/2005	M.V. on live Reg. as on 31/03/2006	M.V. on live Reg. as on 31/01/2007
1. Motor Cycles for hire	6063	6343	6538	7810
2. Motor Cycles + Scooters	309488	342087	375571	402773
3. Private Cars + Jeeps	71516	80619	89547	97793
4. Goods Vehicles	28326	31053	34043	36714
5. Taxis	8273	9036	9361	10086
6. Buses + Mini Buses	4375	4695	5277	5747
7. K.T.C.	493	572	412	459
8. Tractors	470	577	733	1018
9. Autorickshaws	3312	3420	3497	3580
TOTAL:	432316	478402	524979	565980
10. Government Vehicles	3804	3901	4040	4173
GRAND TOTAL:	436120	482303	529019	570153

ANNEXURE-VIII**MINISTRY OF ROAD TRANSPORT AND HIGHWAYS****NOTIFICATION**

New Delhi, the 10th August, 2004

G.S.R.513(E) – Whereas the draft of certain rules further to amend the Central Motor Vehicles Rules, 1989, were published as required by sub-section (1) of section 212 of the Motor Vehicles Act, 1988 (59 of 1988) in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (i), dated 21st January, 2003 in the notification of Government of India in the Ministry of Road Transport and Highways, number G.S.R. 42 (E), date the 21st January, 2003, inviting objections or suggestions from all persons likely to be affected thereby within a period of thirty days from the date on which copies of the Gazette of India, in which the said notification was published, were made available to the public.

And whereas the copies of the said notification were made available to the public on the 23rd January, 2003;

And whereas objections and suggestions received from the public in respect of the said draft rules have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sections 27 and 64 of the said Act, the Central Government hereby makes the following rules further to amend the Central Motor Vehicles Rules, 1989, namely:-

1. (1) These rules may be called the Central Motor Vehicles (Third Amendment) Rules, 2004.
- (2) They shall come into force immediately after thirty days from the date of their publication in the Official Gazette.
2. In the Central Motor Vehicles Rules, 1989,-
 - (a) in rule 2, for clause (s), the following shall be substituted, namely:-

‘(s) “Smart Card” means a device capable of storing data and executing commands which is a microprocessor chip mounted on a plastic card and the dimensions of the card and chip are specified in the International and Organization for Standardization (ISO)/International Electro Technical Commission (IEC) 7816 specifications, as may be amended from time to time, and shall be as per the specifications specified in Annexure-XI.

Explanation, - For the purposes of this clause, microprocessor chip shall have non-volatile rewritable memory capacity of minimum 4 Kilo Byte consisting of application data, file headers, security definitions, and a maximum of 350 bytes for Operating System Interfacing, as specified by the Ministry of Road Transport and Highways from time to time for Driving Licence and Registration Certificate applications.’;

- (b) after Annexure-X, the following Annexure shall be inserted, namely:-

“ANNEXURE XI
[See clause (s) of rule 2]

I. Smart card specifications for Driving Licence, Registration Certificate, Regional Transport Office cards, endorsing authority cards, reviewing authority cards, key generation authorities cards, etc.’

- a) Microprocessor based hard-masked IC card with Contacts and with 4 Kbytes of E²PROM consisting of space for Operating System Interfacing, file headers, security definitions and application data as specified by MORT&H for Vehicle Registration Certificate applications with an additional 1.5 MB Optical Memory stripe. (Smart Card having a 4 KB microprocessor SCOSTA compliant Chip with an additional 1.5 MB Optical Memory stripe.)
- b) Compliant with ISO/IEC 7816-1,2,3,4,8,9
- c) Compliant to G.S.R.513(E), GOI Notification dated 10/08/2004. dated March 15, 2002 with respect to DL/RC layouts and application flow (visit www.parivahan.nic.in for details)
- d) Supply Voltage 3V nominal or 5 V – normal.
- e) T=0 or T=1 protocol
- f) Min. 10 years data retention
- g) Min. 300,000 E²PROM Write cycles
- h) Operating ambient temperature Range –25°C to +55°C.
- i) Glossy surface, PVC/ ABS plastic construction with overlay to allow colour dye-sublimation printing.
- j) Smart cards must have data objects for card sequence no. (Tag 5F34) and cards primary account no. (Tag 5A) at the MF level as per ISO 7816-6. Once programmed, these data objects cannot be changed.
- k) Print quality is required to be using Dye sublimation printing technology with overlay.
- l) Smart Card should have manufacturers unique serial number on the chip
- m) Smart Card should have manufacturers unique serial number for the card
- n) Smart Card must support on card 3 DES algorithm
- o) The microprocessor chip of the Smart Card should ensure effective Key Management
- p) SCOSTA compliant cards should have capacity to support Multi applications ensuring the application’s total independence and security.

II Hand Held Terminals

1. **Display** : 4 lines X 16 Characters back lit display. Contrast level should be such that it could be read in broad daylight.
2. **Key Pad** : Numeric, Function and Scroll keys. Support for entering non-numeric characters using this key pad should also be available.
3. **Power On/Off**: Switch or Automated sleep mode enabled.
4. **Smart Card Readers**: Two Built-in ISO 7816 Complaint smart card readers with 3 V interface with both T=0 and T=1 transport protocols.
5. **Battery pack**: (Rechargeable and removable) with 8 Hours of on time and 7 days stand-by time. Preferably support should be there to operate device with the help of standard 1.5 Volts Dry Cells of Standard size.
6. **Memory** : Memory requirements will depend on the application and the number of applications supported by the Terminal.
7. **Printer**: Printer is optional and printer port is desirable.

8. **Application:** national Standard for DL & RC Application as given in annexure.
9. **Communication:** Standard communication interfaces for loading and unloading of software (upgrades).

III Dye Sublimation Printer

Print Process: Dye Sublimation

Resolution: 300 dpi.

Print Speed approximately 30 seconds per side;

Colors – up to 16.7 million colors by using YMCK+O/YMCKO/KO ribbon.

Capable of edge to edge printing

Having card input hopper and in-built card cleaning system.

Capable of printing and smart card electronic personalization in single pass.

Smart card encoder within the printer should be PC/SC, ISO 7816 compliant, support 3V chip card with T=0 and T=1 protocols.

IV Smart Card Reader

PC/SC, ISO 7816 compliant, support 3V chip card with T=0 protocol and T=1 protocol, Serial/USB Port, internal/external mountable in PC. Preferably readers should support PC/SC drivers and OCF.

Note – The microprocessor chip of the Smart Card mentioned at para I shall necessarily conform to the specifications given in this Annexure for Smart Card based Driving Licence and Vehicle Registration documents for Transport and non-Transport vehicles and shall contain the information prescribed by these rules. This microprocessor chip shall not carry any other information not prescribed for the purpose. In addition to this microprocessor chip, any extra information as may be required by any State Government or Union Territory Administration may be stored on the card in the form of any additional information storage media or any other technological media outside the above referred microprocessor chip embedded in the Smart Card, which shall not conflict in any way with the minimum specifications prescribed by the Central Government under these rules or the operation of the same. Further, the operation environment in the form of Operating System, Protocol and other details given above relating to the microprocessor chip, as given in Items (a) to (j) of paragraph I shall be complied with, without any variation, whatsoever.”.

Note:- The principal rules were published in the Gazette of India vide G.S.R. 590 (E) dated 2nd June, 1989 and last amended vide G.S.R. 200 (E) dated 18th March, 2004.

**For and on behalf
of Governor of Goa**