

**GOVERNMENT OF PUNJAB
TRANSPORT DEPARTMENT**

**REQUEST FOR PROPOSAL FOR
HIGH SECURITY REGISTRATION PLATES
FOR
MOTOR VEHICLES
PART 1**

Dated: 15th September 2011

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Background

The Government of Punjab has decided to implement the revised rule 50 of Central Motor Vehicle Rules 1989 as notified by the Government of India, Ministry of Roads Transport and Highway vide Gazette Notification No.221 (E) dated 28.03.2001 and SO No.814 (E) dated 22.08.2001 and SO No. 1041 (E) dated 16.10.2001 to introduce High Security Registration Plate system in India, for all types of Vehicles in the State.

On behalf of the Governor of Punjab, the State Transport Commissioner, Punjab, Chandigarh invites bids for selection of eligible manufacturer/ vendor having type approval and requisite manufacturing capacity to produce, distribute and affix the High Security Registration Plates in conformity with the specifications in the above mentioned amendment.

The project of issue of High Security Registration plates will be implemented on “BUILD, OWN AND OPERATE” (BOO) basis.

Bid Documents which is in two parts may be purchased from the office of the State Transport Commissioner, Govt. of Punjab from 14th September onwards, against non-refundable fee of Rs. 25,000/- in the shape of Demand Draft on any Nationalized or Scheduled Bank payable at Chandigarh in favor of **Deputy Controller (F&A), STC, Punjab** Bid Documents can also be downloaded from the Punjab Govt. website: www.punjabgovt.nic.in and www.punjabtransport.nic.in . However, in case bid document is downloaded from the website the cost of the document shall be deposited by way of bank draft at the time of bid submission in absence of which bid shall rejected.

Bid must be accompanied with the EMD of Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) in form of Demand Draft payable at Chandigarh drawn in favor of **Deputy Controller (F&A), STC, Punjab**. EMD will have to be in the form as specified in bid documents and shall have to be valid for the number of days beyond the validity of bids as specified in the bid documents. No Exemption Certificate will be accepted.

Bids must be submitted in a sealed cover at the Office of the State Transport Commissioner, Punjab, Jeevandeep Building, Sector-17, Chandigarh on or before

15:00 Hrs. on 7th October 2011 and will be opened at 15 :30 Hrs on the same date and place. In case State Transport Commissioner's Office happens to be closed on the last day of receipt of bids as specified, the bids will be received on the next working day.

STATE TRANSPORT COMMISSIONER
Punjab , Chandigarh

Important Information

Sr. No.	Information	Details
1.	Name of Client	State Transport Commissioner, Punjab
2.	Start date for issue of RFP	14 th September 2011
3.	Last date & time for issue of RFP	6 th October 2011 by 17:00hrs
4.	Last date & time for receipt of Bids	7 th October 2011 by 15:00hrs
5.	Date & time of opening of Pre-qualifications Bids (Envelope 1) and Technical Bids (Envelope 2)	7 th October 2011 at 15:30hrs
6.	Date & time of Technical presentations	To be intimated later
7.	Date & time of opening of Financial Bids	To be intimated later
8.	Contact person for queries	Mr. Harmail Singh, Additional State Transport Commissioner, Punjab Phn: 09878180748
9.	E mail id	pb.tpt.stc@gmail.com
10.	Address from where tender documents can be purchased & submitted	State Transport Commissioner, Punjab, Jeevandeep Building, Sector-17, Chandigarh

SECTION- I: Instruction to the Bidder

1.1 Definitions

In this document unless otherwise the context specifies, the following words and phrases shall mean and include;

1. **“Act”** Act shall mean The Motor Vehicle Act, 1988 as amended upto date.
2. **“Affiliates”** means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
3. **“Agreement”** means the document signed by the Government of Punjab or designated authority and the Bidder that incorporates any final corrections or modification to the Bid and is the Legal document binding both the parties to all terms and conditions of the Contract.
4. **“Arbitrator”** means the person or party agreed to by both the Authority and the bidder to arbitrate in the case of dispute and shall act within the provisions of Arbitration Act.
5. **“Authority”** shall mean and include an officer of the Transport Department as designated by the State Government or any other agency of the State Government so notified by the State for this purpose.
6. **“Bid”** means the complete bidding document submitted by the Bidder to the Authority or the Department and shall include any corrections, addenda and modifications made therein.
7. **“Bidder”** shall mean a company registered under the Indian Companies Act 1956 having a Valid Type Approval Certificate. However, in case of a joint venture/consortium, shall mean the Lead member of Joint venture/ Consortium authorized by all other members of Joint venture/ Consortium. It shall also include public sector undertaking/board/corporation.

8. **“Conformity of Production (COP)”** is a procedure of periodic evaluation, testing and certification as defined and certified by the Respective Test Agencies.
9. **“Department”** shall mean the Transport Department of the State Government or any other department or agency notified by the State for this purpose..
10. **“Embossing Station”** means any such decentralized unit nominated by the successful Bidder for Embossing of the Characters and other designated word attached/assigned specifically to a particular one or more Registering Authority.
11. **“Financial Capability”** means financial worthiness of Bidders as per the terms of the Bid.
12. **“Government”** shall mean both the State Government of Punjab and Central Government of India as the case may be.
13. **“ High Security Registration Plates”** or **"HSRP"** shall mean the plate and such other device affixed to the vehicle displaying the registration mark as specified under Rule 50 of Central Motor Vehicle Rules 1989 and as amended from time to time.
14. **“Notification”** shall mean the notifications issued by the Government of India, Ministry of Roads Transport and Highway vide Gazette Notification No.221 (E) dated 28.03.2001 and SO No.814 (E) dated 22.08.2001 and SO No. 1041 (E) dated 16.10.2001 and other notifications issued from time to time for introducing High Security Registration Plate system in India.
15. **“Joint Venture/consortium”** shall mean association of two or more distinct legal entities but not exceeding three in number, formed specifically or otherwise for the purpose of bidding.
16. **“Performance Security”** means the Performance bond or unconditional Bank Guarantee to be submitted by the successful bidder that provides protection to the Authority or the Department for the completion of the contract.
17. **“Prime Manufacturer”** shall mean individual/firm or the corporate entity engaged in carrying out the manufacturing activity of the High Security Registration Plates.
18. **“Registering Authority”** shall mean and include the authorities as defined in section 2 (37) of the said Act.

19. **“Royalty”** shall mean a payment of the Government as a percentage of revenue collected from sale of High Security Registration Plates inclusive of applicable excise duty and exclusive of VAT, service tax and other levies.
20. **“Registration Mark”** shall mean the marks as defined in the Rule No 50 and 51 of the Central Motor Vehicle Rules and other Government Notifications.
21. **“Rules”** shall mean the Central Motor Vehicle Rules, 1989 as amended from time to time.
22. **“Type Approval Certificate”** shall mean the approval accorded to the bidder by the Testing Agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989.
23. **“Test Agencies” means such institute/agencies** designated and notified to test and approve the manufacturer/ vendor of the Registration Plates and issue and grant the Type Approval and certification of Conformity of Production (COP).

1.2 **OBJECTIVE OF THE SCHEME**

- 1.2.1 Objective of this scheme is to ensure uniformity in size, color and specifications of the Security Registration Plates all over India, to all types of Vehicles being Registered / already registered as per the guidelines from Ministry of Road Transport & Highways, New Delhi vide Gazette Notification dated 28th March 2001 and the notifications/orders issued from time to time. **However, it will be mandatory for the existing registered Vehicles, to replace the existing number plates with the new High Security Registration Plates, within two years of launch of this scheme.**

1.2.2 **Objective of this bidding process**

Objective of the bidding is to ensure that only such manufacturer/ vendor is selected by the State who complies with the overall objective of the notification of the Ministry of Road Transport & Highways, Govt. of India, GSR No. 221 (E) dated 28th March 2001 and subsequently S.O. No. 814 (E) dated 22nd August, 2001 and S.O.1041 (E) dated 16TH October, 2001. The aim is to select a manufacturer/ vendor who has capability and capacity to invest and build necessary infrastructure, so that the scheme becomes operational from the targeted date to be intimated by the State Govt. in due course of time.

1.3 **SCOPE OF THE BID**

- 1.3.1 The Governor of State of Punjab acting through the State Transport Commissioner , Punjab invites Bids for selecting a bidder to create infrastructure and supply High Security Registration Plates to Vehicle Owners in the entire State of Punjab in conformity with the Rule 50 of Central Motor Vehicle Rules, 1989 as amended upto date and orders issued by Ministry of Road Transport & Highways, Government of India wide said Notifications.

The Scope of work includes establishing and creating complete infrastructure to manufacture and provide/fix High Security Registration Plate to all the vehicles in the State in conformity to the Technical parameters contemplated in said Notification. The successful bidder shall set up, install, operate and establish complete infrastructure in all respects and shall submit an undertaking to this effect as per specimen in **Annexure XIII**. The scope of work is further detailed under section-III of this RFP document.

- 1.3.2 High Security Registration Plates and the 3rd Registration Plates shall be issued and fixed on the vehicle in the manner prescribed in Govt. of India notification at the premises of the Registering Authority or at such places specified by the registering authority.

1.3.3 **STATISTICAL DATA**

- 1.3.3.1 The Punjab State has a population of existing vehicles of approximately 52.74 lacs as per the details given at Annexure XV.

- 1.3.3.2 As per the Statistics the State has an Annual New Registration of all class of vehicles put together approximately 4.59 lacs.

Note: The figure as above mentioned for new registration is approximate, based on the previous growth rate and the government does not bind itself in any way for the increase or decrease in subsequent years.

- 1.3.3 The work shall be carried out in accordance of Specification detailed in the Bid Documents including interalia the Section -V titled "Specifications of the High Security Registration Plates"

1.4 **PROJECT IMPLEMENTATION**

The project of issue of High Security Registration Plates will be implemented on "BUILD, OWN AND OPERATE" (BOO) basis. The successful Bidder will have to manufacture the Registration Plates as per the specification laid down in the said Notification and is

being appended as Section –V hereto and the successful bidder will carry out the finishing process for each High Security Registration Plate according to individual numbers and alphabets as allotted by each individual Registering Authority. The numbers and alphabets of each vehicle shall vary individually. The bidder/s implementing the project will assemble, establish, procure technology, design, develop, manufacture, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate the infrastructure, formalities, services and establishment so created at his own risks and all costs involved in establishing Embossing Stations, Site implementation and Networking within the State. The successful bidder will also provide online software implementation and transfer of data asset. The successful Bidder shall detail a plan to appoint individual embossing stations in or/in proximity of the existing Registering Authority to ensure proper and easy availability of the High Security Registration Plates. The successful bidder will also ensure individual embossing stations at any proposed/new Registering Authority (Motor Vehicles) that may be opened during the tenure of contract as per nature of demand. The successful bidder on completion of the contract or foreclosure/pre-mature termination of the contract, shall pass on the IPR and the software along with the source code and all the data asset to the State Transport Commissioner, Punjab at zero cost.

1.5 **ELIGIBLE BIDDERS**

This request for proposal is open to all manufacturers/ vendors who fulfill all the following criteria:

- 1.5.1 The Bidder must be a company registered under the Companies Act, 1956.
- 1.5.2 Bids from Joint Venture/Consortium are also acceptable subject to fulfilling 1.5.1, however the Joint Venture/Consortium shall not consist of more than 3 members. The lead member will be authorized by all other members of the Joint Venture/Consortium. In case the Joint Venture/Consortium is not a registered company at the time of submission of bid, the members of the joint venture/consortium shall enter into an agreement for the purpose of submitting a bid. The agreement shall convey the intent to form an SPV which meets the requirements of this RFP, clearly mentioning the roles and responsibilities of each member and the company in the name of the Joint Venture/ Consortium should be registered by the time of signing of the contract with department. In the SPV to be registered by the members of the Joint Venture/Consortium, the lead member shall contribute and hold a minimum of **51%** of the equity capital.

- 1.5.3 In case of Joint Venture/Consortium, the Lead member, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the bidding periods and, in the event of a successful bid, during contract execution. The Lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture/consortium; by submitting a power of attorney signed by legally authorized signatories of all the members.
- 1.5.4 In case of Joint Venture/Consortium, all members of the joint venture/consortium shall be liable, jointly and severally, during the bidding process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 1.5.2.2 above. The bid shall be signed so as to legally bind all members, jointly and severally.
- 1.5.5 The bidder or members of Joint Venture/Consortium shall not be considered for bid evaluation if it has been:
- a) convicted of a cognizable offence by any court of law with imprisonment for a term exceeding one year; or
 - b) imposed a penalty of rupees one crore or more for violation of the provisions of the Foreign Exchange Regulation Act, 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act, 1999 (42 of 1999); or
 - c) detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985); or
 - d) adjudged guilty by the Stock Exchange Board of India or any other such Financial Regulatory Boards or Tribunals or Agencies; or
 - e) found to be associated in any manner with an organized crime syndicate or its associate or with any Association declared unlawful under the Unlawful Activities (Prevention) Act, 1967 (37 of 1967) or any other law for the time being in force; or
 - f) found to be connected with activities prejudicial to the National Security,
 - g) accused of fraud or misconduct with any other State Government or Central Government, in performing his contract.
- 1.5.6 The response by the bidder or Joint Venture/Consortium to the tender is liable for rejection, if information provided is found to be false at any stage during evaluation of bids and subsequently during the execution of the contract

- 1.5.7 The bidder or Joint Venture/Consortium has to clear all stages of the bid process as mentioned subsequently in this tender document.
- 1.5.8 The bidder and each member of Joint Venture/ Consortium is not allowed to participate in more than one (1) bid

1.6 **SIGNING OF THE BID**

- 1.6.1 In case of single bid submitted by the bidder, it shall be signed by a duly authorized person holding power of attorney for signing the bid document, in which case a certified copy of the power of attorney duly notarized shall accompany the bid.
- 1.6.2 In case 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. Original copy of the power of attorney to the authorized representative, signed by legally authorized signatory of all the members of joint venture/consortium, duly notarised, shall accompany the bid document.

1.7 **COST OF BIDDING**

The Bidder shall bear all cost(s) associated with the preparation and submission of his bid and the Department will in no case be responsible or liable for such cost, regardless of the contract or outcome of the bidding process.

SECTION-II: Preparation and Evaluation of Bids

2.1 EVALUATION PROCESS

The bids will be evaluated in a three stage process i.e. the Pre-qualification, Technical and Financial evaluation. Each bidder will have to qualify all the stages according to tender conditions to be eligible for evaluation in the next stage. A bid evaluation committee has been constituted by the High Powered Committee. The Pre-qualification and Technical evaluation will be done simultaneously. Bidders who qualify the Pre-qualification and Technical evaluation will be eligible for Financial evaluation. The decision of the High Powered Committee shall be final.

2.2 SUBMISSION OF DOCUMENTS

The documents required for pre-qualification to be submitted in the manner detailed below should be **spiral bound (to prevent replacement of any pages of the document) and include a Table of Contents specifying the documents being submitted with page numbers. The pre-qualification bid should be submitted in soft as well as hard copies (1 Original Copy, 1 Duplicate copy and 2 soft copies in separate CDs).** The above mentioned copies (1 Original, 1 Duplicate and 2 soft copies) will all form part of Envelope 1. Any discrepancy found between the original copy, duplicate copy and soft copy may result in disqualification of bid. The bid shall contain the following documents and be submitted in three separate envelopes numbered and marked on the cover in the manner detailed below.

Any bid not following the directions as mentioned here may be rejected.

2.2.1 Envelope No.1 (Pre-Qualification Bid) : The first envelope clearly marked as Envelope No.1 (PRE-QUALIFICATION BID) shall contain the following :

Sr. No.	Eligibility Criteria	Supporting Documents
1.	Letter of Application on the letterhead of the bidder	As per Annexure III
2.	A. The EMD of Rs. 25,00,000/- (Rupees Twenty Five Lacs only) in favour of Deputy Controller (F&A), STC, Punjab shall be in the form of Bank Draft from any Nationalized/Scheduled Bank. B. Cost of bid document, if downloaded directly from website	A. EMD of Rs. 25,00,000/- B. DD of Rs.25,000/-

Sr. No.	Eligibility Criteria	Supporting Documents
3.	The Bidder must be a manufacturer or vendor dealing in High Security Registration Plates registered as a company under the Companies Act, 1956. Bids from Joint Venture/Consortium (JV/C) are also acceptable & in that case atleast one of the members of the Joint Venture/ Consortium has to fulfill the criteria	Copy of Certificate of registration. Agreement of the members of joint venture/consortium. In case of vendor, Authorization Letter from the manufacturer of High Security Registration Plates.
4.	The Bidder/ Member of Joint Venture / Consortium should submit copy of Type approval certificate, duly attested by a Gazetted officer, for each size & type of High Security Registration Plate & fixtures from agencies authorized by Govt. of India to supply the High Security Registration Plates, stickers, snap locks. (Original shall be produced at the time of opening of qualification bid). In case the certificate is due for renewal, the bidder/JV/Consortium should ensure that the renewed certificate is made available at the time of signing of contract. In case the same is not provided, the Transport department may consider the award of contract to the next successful bidder	Copy of Type Approval certificate
5.	PAN/GIR No. with a copy of the last IT return filed. In case of JV/C, all the members have to provide this information (In case of an international member, equivalent document to be provided)	Copy of Last IT return PAN Card copy
6.	Authority to seek references from the Bidder's Bankers.	Declaration
7.	Profile of the Bidder and Memorandum and Article of Association. In case of JV/C, details to be provided for all the members.	Copy of Memorandum and Article of Association
8.	Any bidder or Lead bidder/ Member of a Joint venture /Consortium shall not at the same time be a applicant/ member of any other bid	Undertaking by all the bidders as per Annexure IV
9.	The bidder must have a minimum present net worth equivalent to INR 20 Crores. In case of JV/C the criteria to be met collectively by all the members and the credentials of affiliates shall also be considered for evaluation	Solvency Certificate
10.	The bidder must have a minimum average annual turnover equivalent to INR25 Crores in the preceding three financial years. In case the annual turnover for the year 2010-2011 is not available, then the bidder has to provide audited annual turnover values for 2009-10, 2008-09, 2007-08	Copy of Audited Annual Financial Statements Certificate attested by a Chartered Account -

Sr. No.	Eligibility Criteria	Supporting Documents
	In case of JV/C the criteria to be met collectively by all the members and the credentials of affiliates shall also be considered for evaluation	ant/any scheduled/ nationalized Bank. (As per annexure V)
11.	Affidavit for non-abandonment of work	As per Annexure VI
12.	General information and Constitution/Legal Status	As per annexure VII & VIII
13.	Undertaking regarding equipment capabilities	As per annexure IX
14.	Details of JV/C	As per Annexure X
15.	Declaration of Capabilities	As per annexure XI
16.	Undertaking to provide key personnel required to be deployed on the contract work.	As per annexure XII
17.	An undertaking for Infrastructure	As per Annexure XIII
18.	Current contract commitment	As per annexure XIV
19.	The bidder or members of JV/C, as the case may be, must not have any criminal antecedents and must not have been involved in any economic offences or conducted any criminal offence.	Affidavit duly attested by 1 st Class Magistrate as per Annexure XVI
20.	In the case of JV/C, the lead member shall be nominated as being incharge during the pre-qualification and bidding period and, in the event of a successful bid, during contract execution.	Declaration of all the members of joint venture/consortium as per , Annexure XVIII
21.	The bidder must have the software of Number Plate Management and complete end to end solution for High Security Registration Plate business.	Proof Certificate, details of software and reports. Annexure XIX
22.	Declaration regarding compliance of Envelope 2 that the samples conform to the specifications as notified by Government of India, Ministry of Road Transport & Highways as amended from time to time	Declaration by authorized signatory of Bidder or JV/C
23.	The successful bidder will have an office in Chandigarh/ Punjab. In case the bidder or JV/C do not have any office operational in Punjab/ Chandigarh, undertaking to be provided in regard of opening new office/ facility as per RFP terms.	Undertaking/ List of office locations with office in Chandigarh/ Punjab
24.	Pre-Qualification Field Performance Warranty from the manufacturer of the retro reflective sheeting for the proposed Registration Plates for a period of Five Years.	Field Performance Warranty from the manufacturer
25.	Document to be signed by authorized signatory. The Bidder should submit the certified copy of the power of attorney duly notarized; In case of joint venture/consortium, Original copy of the power of attorney to the authorized representative, signed by legally authorized signatory of all the members of joint venture/consortium, duly notarised, should be submitted.	Power of Attorney

Sr. No.	Eligibility Criteria	Supporting Documents
26.	The bidder should also give the details of 'ON LINE' management system and access method relating to the issuance of High Security Registration Plates. (As Per Clause 4.4)	Detailed write-up on the features and functionalities of the proposed system
27.	The Bidder should enclose documents relating to the tie-up/ own facility for sourcing with proven capacity to make adequate supplies required under the contract for the following : 1. Reflective Sheeting 2. Aluminum Plates 3. Hot stamping Foils 4. Holograms 5. Laser Printing 6. Snap Locks 7. Blank Processing Units 8. Embossing Stations	Relevant details to be provided
28.	Details of Bidders understanding of the concept of providing High Security Registration Plates.	A detailed write up on the concept of scheme and method of its implementation in the state to be attached
29.	As part of evaluation, the manufacturing facility of the bidders may be inspected by a team constituted by Department of Transport, Punjab and a work appraisal would be conducted for the below mentioned:- a. Location of the main unit. b. Area of Land. c. Production Capacity. d. Details and make of equipments installed. e. Date on which the unit became operational. f. Copies of necessary approvals & Factory Licenses. g. Details of Technology being used and system characteristics. h. Plan for interconnectivity and networking. i. Turn over from registration plates business in last three years.	Relevant details to be provided as per points mentioned in the criteria
30.	The Bidder shall give complete break up of infrastructure and facilities to be created for covering the different Existing and Proposed/New Registering Authorities in Punjab , as shown in Annexure XV. The bidder shall establish sufficient number of embossing stations in the state with full justification to run the system efficiently.	The logistics plan and delivery mechanism and the no. of embossing stations proposed in the state and details of equipments/facilities to be installed in each

Sr. No.	Eligibility Criteria	Supporting Documents
		embossing station.
31.	Work plan for implementation of the scheme including scheduling and Bar Chart for the project along with an undertaking to strictly adhere to the schedule as submitted.	Work plan
32.	The tender Documents issued by the department duly signed, in each page in token of acceptance of terms and conditions.	Copy of tender documents duly signed on each page

Note:

- Any Certificate, which purports to exempt the bidder from payment of EMD, will not be accepted.
- Any Bid not accompanied by an acceptable EMD in the manner stated above shall be summarily rejected as non responsive bid and the other unopened envelopes shall be returned, without entertaining any correspondence whatsoever.
- The pre-qualification will be done on the basis of documents submitted in envelope no. 1 and only those bidders who qualify will be eligible for Financial evaluation.

2.2.2 Technical Bid- Envelope NO. 2 (SAMPLES)

The Bidder must provide complete set of Samples of each size of High Security Registration Plate (refer Table 1 below for Complete Set) strictly as per specification, showing all alphabets and numerals from 0 to 9, duly marked and sealed along with the bid documents in a separate envelope, duly sealed and marked **Envelope No. 2 – Samples** (Each sample should also be properly labeled indicating name of the bidder). The Bidder must provide declaration that the samples conform to the specifications as notified by Govt. of India, Ministry of Road Transport & Highways as amended from time to time. The State Government may get the sample checked/tested at the cost of the bidder. The associated cost will be communicated to the bidders which should be paid to Department before the opening of Financial bids.

Table 1: Complete Set of Samples

Sr. No.	Item	Minimum Requirements of a Complete Set
1.	Registration Plate size 500 x 120 mm	1 White-Black and 1 Yellow-Black
2.	Registration Plate size 340 x 200 mm	1 White-Black and 1 Yellow-Black
3.	Registration Plate size 200 x 100 mm	1 White-Black and 1 Yellow-Black
4.	Registration Plate size 285 x 45 mm	1 White-Black and 1 Yellow-Black
5.	3 rd Registration Plate sticker	1 piece

6.	Snap Locks	1 piece
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The bidder shall ascertain all relevant facts regarding the state at his own cost and expense. In case of deficient services, Govt. may direct the bidder to establish additional embossing stations, and it shall be mandatory on part of the bidder to comply with any such directive of the Govt.

Only bidders who qualify both the Pre-qualification and Technical evaluation on the basis of requirements specified in the tender document would be eligible for Financial evaluation and their envelope no. 3 (FINANCIAL BID) will be opened. The envelope no. 3 (FINANCIAL BID) of bidders who do not qualify in the Pre-qualification and Technical evaluation will not be opened and will be returned to the respective bidders after completion of bid evaluation.

2.2.3 Envelope No.3 : The Envelope clearly marked Envelope No.3 “Financial Bid” shall contain the following :

N.B. : FINANCIAL BID SHOULD ONLY INDICATE PRICES (as per format in section VI)

The rates should be offered in the Financial Bid given in the bid documents without any assumption and without any condition, qualification or reservation or any variation, both in respect of form and content. No column or row should be added or excluded.

2.2.4 BID PRICES

The Bidder shall fill in rates and prices both in figures and words in Financial Bid Form I & II respectively.

The bidder shall quote rates in Financial Bid Form I for supplying and fixing complete set of Registration Plates, including 3rd Registration Plate (where required) and Snap Lock, for each category of vehicle, while the rates in Financial Bid Form II shall be to cater replacement markets and separate for each size of plate, 3rd Registration Plate sticker and Snap Lock. The rates quoted by the Bidder in Financial Bid Form I should result in the same amount for each category of vehicle (ignoring the premium) when each size of Registration Plate including 3rd Registration Plate Sticker and Snap Lock is taken into consideration.

The rates quoted by the Bidder in Financial Bid Form 1 shall be maximum which can be charged from a vehicle owner in the entire state of Punjab, uniformly, for each category of vehicles and shall be inclusive of excise duty but exclusive of value added tax &

service tax or any other taxes which may be charged extra, as applicable in the State at prevailing rates.

2.2.5 Disqualification

Barring the reasons of non-responsive Bid, the Bidder is subject to disqualification if the Bidder or any of its constituent members have:

- a) Made misleading or false representation in the forms, statements and attachments submitted; or
- b) Stands debarred by the Punjab Govt. as on the date of submission of bid.
- c) Stands debarred by central or any state government.
- d) Mentioning of bid price, in any form, in any of the Envelop 1, 2 or 3
- e) Non-compliance to any other condition/ requirement as mentioned in this tender document

2.3 PAYMENT

2.3.1 In consideration of the Services rendered by the Bidder under the Contract, the successful bidder would be paid an amount on the basis of sales accepted by the Department from Vehicle Owners for supplying High Security Registration Number Plates. The payment would be made within 2 working days of submission of the bills supported by satisfactory details of the HSRP supplied/ affixed to the vehicles. The successful bidder will be liable to pay all the taxes, duties, cess, statutory and other applicable charges collected from the payment received for fixation of the high security registration plates to the vehicles.

2.3.2 The successful bidder shall maintain record of HSRP supplied/ affixed to vehicles and all other books of accounts in an appropriate manner which shall be subject to inspection without any prior notice by department or its authorized agency.

2.4 BID VALIDITY

2.4.1 Bid shall remain valid for a period not less than 150 days after the deadline for bid submission. Bids, which are valid for a shorter period than that required shall be treated as non- responsive and rejected.

2.4.2 In exceptional circumstances, prior to expiry of the original validity period, the Government may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. Refusal of the bidder to extend the validity period will not entail forfeiture of his EMD. A bidder agreeing to the request will not be required or

permitted to modify his bid, but will be required to extend the validity of his offer along with his consent to keep the EMD also valid for the extended valid period as requested by the Government.

2.5 EMD

- 2.5.1** The Bidder shall furnish, as part of his bid, an EMD for the amount as mentioned in “Request for Proposal” for this particular project. Any Bid not accompanied by an acceptable EMD shall be rejected as non-responsive.
- 2.5.2** The EMD of unsuccessful bidders will be released as promptly as possible. No interest is payable on the EMD. The EMD of successful bidder will be released without interest when the successful bidder has furnished the required Performance Security and signed the agreement.
- 2.5.3** The EMD may be forfeited:
 - a) If the bidder withdraws the bid after opening of the bid, while the bid is still valid.
 - b) In the case of successful bidder, if the bidder fails within the specified time limit to:
 - a. Furnish the required Performance Security, and
 - b. Sign the Agreement.
 - c) Presentation of any misleading fact/ information in the response to this tender document

2.6 CONDITIONAL PROPOSALS BY BIDDERS

- 2.6.1** Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

2.7 SIGNING OF THE BID

- 2.7.1** All the bid documents should be printed, typed or written in indelible ink and shall be signed by authorized signatory. All pages of the bid and where entries or amendments have been made shall be initialed and sealed by authorized signatory. Photocopies duly attested are acceptable.
- 2.7.2** The bid shall ordinarily contain no alternations or additions, except those to comply with instructions issued by the Government, or as may be necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

- 2.7.3** All witnesses and sureties should be persons of status and probity and their full names, occupations and addresses should be provided below their signatures. All signatures should be dated.

2.8 SEALING AND MARKING OF THE BID

2.8.1 The bidder shall prepare the bid as under:

- a) Envelope No 1: Pre-qualification Bid
- b) Envelope No 2: Technical Bid with Samples
- c) Envelope No 3: Financial Bid
- d) All the envelopes should mention
 - a. <Name of the Envelope> BID FOR PROJECT OF HIGH SECURITY REGISTRATION PLATES
 - b. Submitted to State Transport Commissioner, Punjab, Jeevan Deep Building, Sector-17, Chandigarh.
 - c. Name and address of the bidder
- e) All the three separately sealed envelopes no. 1, 2 & 3 shall be put together in one common cover and sealed.
 - a. This sealed cover shall be marked "BID FOR PROJECT OF HIGH SECURITY REGISTRATION PLATES AND NOT TO BE OPENED BEFORE 7TH OCTOBER 2011 15:30 HRS".
 - b. Submitted to State Transport Commissioner, Punjab, Jeevan Deep Building, Sector-17, Chandigarh
 - c. Name and address of the bidder

If the outer cover is not sealed and marked as above, the Government shall assume no responsibility for the misplacement of its contents or any leakage of information or any other consequence resulting in any loss or detriment to the bidder.

2.9 DEADLINE FOR SUBMISSION OF THE BIDS

The bids must be submitted at the address specified. as per the important information table provided at the beginning of this document. In the event of the specified date for the submission of bids being declared a holiday, for any reason, the bids will be received upto the appointed time on the next working day.

The Government reserves the rights to extend the deadline for submission of the bid by issuing an amendment in this regard.

2.10 LATE BIDS

Bids received after the deadline will be returned unopened to the bidder.

2.11 REVELATION OF PRICES

Prices in any form or by any reason in Pre-qualification/technical bid or before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

2.12 MODIFICATION OF BIDS

No bid will be allowed to be modified after the submission of the bids.

Withdrawal or modification of bid between the deadline for submission of bids and expiry of the original period of the bid validity or as extended shall result in the forfeiture of the EMD and shall disqualify the bidder for future bidding.

If price change is envisaged due to technical clarification, in such eventuality revised Financial Bid from all the qualified bidders in separate sealed cover shall be accepted with prior written information of the department. Such sealed covers should be superscribed "Revised Financial Bid".

2.13 LOCAL CONDITIONS

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

2.14 ADDRESS FOR CORRESPONDENCE

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

2.15 OPENING OF BIDS AND EVALUATION

The pre-qualification, technical and financial bids will be opened on the date and time specified in the presence of the bidders who wish to be present at the time of opening to verify its contents as per requirement.

It is imperative for all the bidders to furnish all the documents and evidences as required in the tender document for evaluation. If the various documents contained in the envelopes do not meet the requirements, a note will be so recorded by the bid opening authority accordingly and the next Envelope shall not be considered for further action.

The pre-qualification evaluation will be done on the basis of fulfillment of the eligibility criteria and submission of the EMD.

The Pre-Qualification and Technical evaluation will be carried out simultaneously on the basis of documentary evidence submitted by the bidder in envelope no. 1 and 2. No information and document will be accepted unless asked for during evaluation of pre-qualification and technical bid provided further that under no circumstances any fresh document in support of the eligibility criteria that changes the original information/documents shall be accepted.

The financial evaluation would be carried out for bidders who qualify the Pre-Qualification and Technical evaluation.

2.16 PROCESS TO BE CONFIDENTIAL

Information relating to the process of examination, clarification, evaluation, and comparison of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of his bid.

2.17 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the Bid Evaluation Committee will determine whether each bid:

- i) has been properly signed
- ii) is accompanied by cost of Bid document and the required Earnest Money and the documents as asked for in the Bidding Documents.
- iii) is substantially responsive to the requirements of the bidding document.

For the purpose of bid evaluation, a substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding document without any deviation or reservation. A deviation or reservation is one :

- i) which affects in any substantial way the scope, quality or performance of the Project.
- ii) which limits in any substantial way, is inconsistent with the bidding document, the Government rights or the bidder's obligations under the contract or
- iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Bid Evaluation Committee, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.18 CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetic errors and where there is a discrepancy between the amount in figures and in words, the amount in words will govern.

The rates stated in the bid will be adjusted in accordance with the procedure as per Sub-clause 2.26.1 for the correction of errors and shall be considered as binding upon the Bidder. If the bidder does not accept the corrected bid, the Bid will be rejected, and the EMD shall be forfeited.

2.19 CURRENCY FOR BID EVALUATION

The unit rates and the prices shall be quoted by the bidder in Indian Rupees Only. Bid will be evaluated on the basis of all calculations in Indian Currency only

2.20 EVALUATION AND COMPARISON OF FINANCIAL BIDS

Bid evaluation committee will evaluate and compare bids. In evaluation of the bids, the Bid Evaluation Committee will determine for each bid the Evaluated Bid Price by adjusting the Bid Price by making any correction for errors.

2.21 CRITERIA FOR AWARD OF CONTRACT

Decision to award the contract/LOI will be taken by the High Powered Committee to the bidder whose bid has been determined to be substantially responsive to the bidding document and has been found eligible for opening of the price bid.

Criteria for evaluation of the offer received will be on the basis of lowest sum total of the weighted rates received in Financial Bid Form-I calculated as follows:

From all Items at S.Nos.1 to 5

Col.No.3 X Col.No.5 (to be mentioned by the bidder in column no.6).

The sum total of Column no.6 shall only be considered to adjudge the lowest bidder.

The lowest bidder may be invited for financial negotiation if required. However, the negotiation shall not be detrimental to overall objective of the technical and logistical conditions.

2.22 GOVERNMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The decisions of the High Power Committee constituted by the State Government regarding the evaluation, qualification, and award of the bid shall be final and binding on all the bidders.

The High Power Committee constituted by the State Government reserves the right to reject any or all offers received from the bidders without assigning any reasons.

2.23 NOTIFICATION OF AWARD

The Bidder whose bid has been accepted will be notified of the award by the Government prior to expiry of the bid validity period by facsimile and confirmed by registered letter called the "Letter of Intent".

The notification of award will constitute the formation of the Contract, subject only to furnishing of a performance security in accordance with the provisions.

2.24 PERFORMANCE SECURITY

Within 15 days of receipt of the Letter of Intent, the successful bidder shall deliver to the Government a performance security for an amount of Rs. 1 crore as per the following arrangement.

- i) Banker's Cheque/bank draft/fixed deposit receipt drawn in favor of State Transport Commissioner, Punjab.

OR

- ii) Bank guarantee in the format as State Transport Commissioner from any Nationalized or scheduled Bank in India.

Failure of the successful bidder to comply with to deposit the performance security within 15 working days shall lead to cancellation of the award and forfeiture of the EMD besides debarring of the bidder.

The Govt. shall release the performance security deposited upon the completion of the contract period within 90 days from the termination date provided however that the successful bidder is not in default in due and faithful performance of its obligations under the contract.

2.25 SIGNING OF AGREEMENT

At the same time the successful bidder is notified that his bid has been accepted, he will be directed to attend the Office of State Transport Commissioner on a date determined for signing the formal agreement between the parties. The signing of the agreement shall take place only after furnishing of Performance Security by the successful bidder.

The agreement will be signed by the authorized person, who has signed the bid documents or any other person on behalf of bidder duly authorized by a Board Resolution.

Upon the furnishing of the performance security by the successful bidder, the State Transport Commissioner will notify the other bidders that their bids have not been accepted and will return their EMD.

The agreement will be signed by the legally authorized person of the successful bidder within 15 days from the issue of letter of intent. If the successful bidder fails to sign the agreement as per the above mentioned clause, the EMD shall be forfeited.

2.26 CORRUPT OR FRAUDULENT PRACTICES

The Government requires that all the bidders should observe the highest standard of ethics in pursuant to this policy, the Government :

- a) Defines, for the purposes of this provision, the terms set forth as follows :
 - i) “Corrupt Practice” means behaviors on the part of officials in the public or private sector by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value.
 - ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a evaluation process or execution to the detriment of the Government, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Government of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, this project.

2.27 INDEMNITY

The bidder will be responsible for the issue of wrong/defective High Security Registration Plate or for stolen High Registration Plate and if any legal, financial liability arises due to above in no case State Government or concerned Registration Authority will be responsible.

SECTION- III: Scope of Work

- 3.1 The successful Bidder will have to manufacture the Registration Plates as per the above specification laid down in the said Notification and is being appended as Section – V hereto and carry out the finishing process for each High Security Registration Plate according to individual numbers and alphabets as allotted by each individual Registering Authority. The numbers and alphabets of each vehicle shall vary individually. The project will be implemented on “BUILD, OWN AND OPERATE (BOO)basis. The bidder/s implementing the project will assemble, establish, procure technology, design, develop, manufacture, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate the infrastructure, formalities, services and establishment so created at his own risks and all costs involved in establishing Embossing Stations, Site implementation and Networking within the State. He will also provide online software implementation and transfer of data asset. The successful Bidder shall detail a plan to appoint individual embossing stations in or/in proximity of the Existing Registering Authority to ensure proper and easy availability of the High Security Registration Plates. The successful bidder will also ensure individual embossing stations at any proposed/new Registering Authority (Motor Vehicles) that may be opened during the tenure of contract as per nature of demand. The successful bidder on completion of the contract or foreclosure/pre-mature termination of the contract, shall pass on the IPR and the software along with the source code and all the data asset to the State Transport Commissioner, Punjab at zero cost.
- 3.2 a) The Registration Plates and the 3rd Registration Plate sticker will be affixed in the premises of the Registering Authority or any other place authorized by the registering authority only by representative of the successful Bidder and the old plates removed from the existing vehicles shall be deposited with the Registering Authority before hand or as directed by the registering authority.
- b) The successful Bidder shall clear fortnightly the accumulated old Number Plates removed from the existing vehicles from the premises of the Registering Authority after giving due receipt for the same free of cost and shall give an undertaking that each lot so collected by the successful Bidder/his authorized agent has been destroyed at his own risk and cost. Destruction and disposal of old number plates will be so done as not to cause any environmental risks and all guidelines of the State with regard to

environmental consideration will be followed. The scrap will be the property of the successful bidder.

- 3.3 The time availability for affixing of High Security Registration Plates to vehicle will be within 4 working days of receipt of authorization from Registering Authority (RTO) locations. (in the form of copy of Form 20, wherein the registration mark has been duly assigned). & shall ensure it strictly conforms to size and technical specifications as notified by Government of India. No deviations /defective plates shall be supplied.
- 3.4 The High Security Registration Plate shall be embossed and be affixed to the Vehicle as per the process laid down in said notification only upon the receipt of authentic documentary evidence from the Registering Authority. No Security Registration Plates or 3rd Registration Plate or Snap Lock shall be issued to anybody without proper authentication and any incidence of this nature would directly lead to termination of this contract.
- 3.5 On existing registered vehicles also the High Security Registration Plates shall be individually embossed and affixed only upon receipt of the authentication document from the registering authority. However, successful Bidder shall ensure that the old number /Registration plates shall be collected back and duly destroyed/disposed off as per the norms of the State Govt./GOI .
- 3.6 In case of any vehicle already provided with High Security Registration Plate will need to be replaced with either or both of the Registration Plate or the 3rd License Plate sticker. These replacements shall be done by charging appropriate price to the vehicle owner only upon receipt of documentary evidence by the registering authority.
- 3.7 Successful Bidder/his authorized agent should maintain his manufacturing unit/units well in order and in no case the supply be obstructed because of the same.
- 3.8 Successful Bidder/his authorized agent should maintain necessary power back-up/ generators so that the supply may not be affected because of electricity failure.
- 3.9 The responsibility of providing the right type of High Security Registration Plate and fixing to the vehicle shall be the sole responsibility of the successful Bidder. If any technology up-gradation is required during currency period of contract, then the same should be done by the successful bidder. The State Government may check quality & specifications of number plates from testing agencies authorized by the Ministry of Road Transport & Highways, Government of India.
- 3.10 The department will provide space required subject to availability and other infrastructure like Electricity etc. in the premises of Registering Authority for preparation and fixing of High Security Registration Plate, at the request of the successful Bidder. No rentals or lease money will be recovered from the successful bidder in this regard. The space

provided to the successful bidder will be solely for the purpose of pursuing the objects of this scheme and would not bestow on them any right to own, lease, rent or use the premises for any purpose other than the purpose of this scheme. Immediately on the termination of the successful bidders contract, the said premises will be vacated by him or his authorized agent; as the case may be, and handed back to the concerned authority. Charges for utilities like electricity, water however, will be payable on actual basis by the bidder.

3.11 Facility Inspection

3.11.1 The State/Central Government or its nominated/delegated authority reserves the right to inspect, supervise assess, may be in conjunction with any other Government Agencies/Authorities including without limitation to Revenue Authorities and Certifying Authorities, all the equipment installed at the premises of the qualified successful Bidder by way of surprise check if any malfunctioning or deficient operation is reported and the State/Central Government or any nominated /delegated authority is of opinion to conduct such surprise Checks to ensure the consistency in delivery of High Security Registration Plates.

3.11.2 Registering Authority reserves the rights to inspect the embossing stations and other infrastructure arrangements of the representative of the bidders under his jurisdiction at any time. In the event of any irregularity, the Registering Authority can take an appropriate penal action against the successful bidder. Department will have the rights to appoint independent reviewers/auditors to have the books, premises and operations examined at intervals of not shorter than a year at the cost of the successful bidder.

3.12 The successful bidder would be responsible for establishing all necessary IT infrastructure including Computers, Scanners, Printers, Cameras, Network equipments, Routers, Switches, Servers, Data Center and other components required for delivering services efficiently under this tender document.

3.13 The successful bidder would be responsible for establishing all necessary Electrical, Mechanical and other related infrastructure required for delivering services under this tender document.

SECTION-IV: Other Responsibilities of Bidder and Applicable Terms & Conditions

4.1 PERIOD OF CONTRACT

The Contract will be for a period of ten years commencing from the date of the agreement.

4.2 RATES OF HIGH SECURITY REGISTRATION PLATE

- 4.2.1 The successful bidder shall sell the High Security Registration Plates to the Vehicle Owners, against authority letter from the Registering Authority for issuing of Security Registration Plates at the maximum prevailing rates as approved in the contract plus value added tax & service tax or any other tax/levies as applicable in the State of Punjab. The rates will be inclusive of excise duty. These rates would be applicable throughout the period of contract.
- 4.2.2 The prevailing approved rates shall be displayed by the successful bidder at its all offices/ embossing station duly signed by the respective Registering Authorities.

4.3 ROYALTY

Royalty will be charged by the Government equal to a sum amounting to 5% of the amount (inclusive of Excise Duty and exclusive of Value Added Tax, Service tax and/or other levies) collected on sale of High Security Registration Plates from Vehicle Owners. The detailed list will have to be maintained by the successful bidder for each Registering Authority and submitted to department. Price quoted should be inclusive of this royalty to be charged by the Government.

4.4 REPORTS

- 4.4.1. The following reports shall be submitted by the approved bidder in the format enclosed:
- a) Daily Compliance Report to each Registering Authority as per **Annexure I.**
 - b) Monthly Compliance Report to the Transport Department as per the Format at **Annexure II.**
 - c) Any other report/information prescribed by Transport Commissioner, Punjab from time to time.
- 4.4.2 Further the successful bidder shall implement enterprise resource planning and management system or equivalent in a secure mode, to access the information relating to the issuance of High Security Registration Plates in an online real time environment and offer this information to the State Transport Commissioner, Punjab whenever required. The detailed networking plan shall be provided to the transport department.

The bidder would leverage PAWAN connectivity, wherever available in office of Registration Authority, and further provision for backup connectivity requirement in all the offices of the Registration Authority in Punjab.

- 4.4.3 One network connectivity terminal (to access centralized application for the entire State) would be provided by the successful bidder, free of cost, to the Transport Department, with access code at designated place to enable the department to access the information of the State.

4.5 TRAINING

The successful bidder shall impart training on High Security Registration Plate to designated staff/officers of the Transport Department, Police etc. However, the cost of transportation and accommodation shall be borne by the Government.

4.6 DETAILS TO BE CONFIDENTIAL

Confidentiality of the process and system including the security features of the High Security Registration Plates are very important, which has to be maintained, and any divulgence will have a serious penal and legal action. And the successful bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the State Transport Commissioner, Punjab, Chandigarh. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the State Transport Commissioner Punjab, Chandigarh whose decision shall be final.

4.7 TRANSFER OF RIGHTS

The successful bidder cannot transfer the contract to anybody except with the prior permission of the Government.

4.8 LANGUAGE OF LAW

The Language of the contract is English and the Law governing the contract is that in force in India.

4.9 DECISIONS

Except where otherwise specifically stated, the Secretary (Transport), Government of Punjab, Chandigarh will decide the Contractual matter between the Government and the successful bidder in the role representing the Government.

4.10 **NOTICE**

Any notification in this contract shall be served on the party concerned when received by Registered Letter at the addresses listed in the Contract Data.

4.11 **COMMUNICATION**

Communications between parties which are referred to in the conditions are effective only when in writing and signed by authorized person. A notice shall be effective only when it is served.

4.12 **ACCESS TO THE PREMISES**

The Successful bidder shall allow the State Transport Commissioner, Punjab, Chandigarh/Registering Authority (Motor Vehicles) and any person so authorized by the Commissioner access to the premises of embossing stations under the jurisdiction of such State Transport Commissioner, Punjab. The successful bidder shall issue Identity Cards to all its staff/embossing station officials, to be displayed at all the time.

4.13 **INSTRUCTIONS**

4.13.1 The successful bidder shall carry out all instructions of State Transport Commissioner/Registering Authority or their authorized representative, which comply with the applicable Laws where the embossing stations are located.

4.13.2 The Successful Bidder shall permit the State Transport Commissioner /Registering Authority or their authorized representative to inspect the successful bidder's account and records relating to the fabrication and finishing of the High Security Registration Plates at the embossing stations.

4.14 **DELAYS IN THE PERFORMANCE**

4.14.1 Performance of the Contract shall be made by the successful bidder in accordance with the time schedule as specified by the Department.

4.14.2 A delay by the successful bidder in the performance of its contractual obligations shall render the successful bidder liable to any or all of the following sanctions:

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

4.15. Service Levels

The time is the essence of the contract. High Security Registration Plates are to be affixed on the motor vehicles in the State as notified by Ministry of Road Transport and Highways, Govt. of India.

S.No.	Service/ Item	Time Allowed	Penalty
1.	Requisite infrastructure to be ready & actual manufacturing of HSRP	Within 2 months from signing of contract	- Rs. 5000/- per day per location for first 30 days delay - Rs. 10,000/- per day per location from 31 to 120 days delay - Rs. 15,000/- per day per location from 121 days onwards
2.	Affixation of HSRP has to be started in atleast 75% of RAs within 4 months	Within 4 months	Contract may be terminated by the Department
3.	HSRP to be kept ready for fixing	Within 4 days of receipt of authorization from Registering authority (Except Sundays & Gazetted Holidays)	- Upto 7 days delay- Rs.50/- per day per vehicle (as rebate to vehicle owner) - After 7 days delay- Rs.75/- per day per vehicle (as rebate to vehicle owner)
5.	In the event of failure of the Bidder to secure acceptance by the department, before the commencement date as prescribed by the Department, the department reserves the option to recover from the Successful bidder as liquidated damages and not by way of penalty, for the period after the said commencement date, until acceptance a sum equivalent to Rs.25,000/- (Rupees Twenty Five Thousand) for each working day of the failure of the successful bidder, until delay is rectified, upto a maximum of Rs.25.00 Lacs (Rupees Twenty Five Lacs), to secure acceptance or part thereof, without prejudice to other remedies under the contract		
6.	Establishment of additional facility for the project	Within 15 days of notice by Transport	Rs. 5000/- per day per location for first 30 days

S.No.	Service/ Item	Time Allowed	Penalty
		Commissioner • Within 7 days of notice in case a registering authority declares any new place as place of registration	delay • Rs. 10,000/- per day per location from 31 to 120 days delay • Rs. 15,000/- per day per location from 121 days onwards

4.16 QUALITY ASSURANCE

4.16.1 The successful bidder will follow the Conformity of Production requirements as per Government Notification. In addition, the State Transport Commissioner, Punjab, Chandigarh or his representative will have the liberty to select a sample and send it for quality verification to an authorized laboratory. In case the sample fails to meet the required standards, the State Transport Commissioner, Punjab, Chandigarh will be at liberty to impose a penalty on the bidder, which shall not be less than Rs.50,000/- and which may extend to Rs.1,00,000/- on each occasion, after giving an opportunity of hearing to the bidder. In case any number plate is found to be defective or not conforming to the performance warranty, successful bidder will have to replace it with a new security plate free of cost.

4.17 TERMINATION OF THE CONTRACT

1. The Government will have a right to cancel the contract if the successful bidder causes any material breach of any or all conditions or any material breach of the Contract. Material breach of contract includes, but is not limited to the following:

- a) Failure of the successful bidder to correct such defects/irregularity within a reasonable period of time pursuant to the notice received from the State Transport Commissioner, Punjab, Chandigarh. If defects/irregularities are noticed repeatedly or there are repeated complaints against the bidder the State Transport Commissioner has the right to terminate the contract and forfeit the performance guarantee.
- b) Upon the successful bidder being knowingly and directly involved in distribution of duplicate High Security Registration Plate without authority letter from the Registering Authority and/or are leaking the security features,

- c) Failure of the successful bidder to submit valid “Conformity of Production Certificate” periodically as per the guidelines of the approved Test Agency, to the Transport Department.
- d) Any document submitted by the bidder as part of the bid is found to be incorrect/ not authentic.

2. In the event of termination, for any reason, during the currency of contract, transport department shall impose penalty/reserves the right to ask to continue till alternative arrangements are made/and reserve right to enter into contract with any person/company as the case may be as deemed fit by the State Transport Commissioner, Punjab, Chandigarh. The successful bidder would handover reports and databases maintained with their structure to the department for continuity of operations. In no case such data/ information maintained by the successful bidder should be exploited or sold to third party for any other gain.

3. In case of material breach of the contract by the successful bidder for any of the above reason, the government shall have the right to terminate the contract and forfeit the performance security.

4. The contract can be terminated/short closed by the State Government due to changes in Central/State Govt. laws/policies/instructions &/or due to technological changes &/or there are any changes in the scheme.

4.18 **FORCE MAJEURE**

4.18.1 Notwithstanding the provision of Clause 4.14, 4.15 and 4.16, the successful bidder 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 obligation under the contract is the result of an event of Force Majeure.

4.18.2 For purpose of this Clause, “Force Majeure” means an event beyond the control of the successful bidder and not involving any fault or negligence and not foreseeable. Such events may include, wars or revolution, riots, strikes, lockouts, fires, floods epidemics, quarantine restrictions and freight embargoes. But does not include failure of electricity or printing system as a cause beyond control.

4.18.3 If a Force Majeure situation arises, the bidder shall promptly notify the department in writing of such conditions and the cause thereof. Unless otherwise directed by the department in writing, the successful bidder shall continue to perform its obligations

under the contract 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 successful bidder, if as a result of Force Majeure the successful bidder is unable to perform a material portion of the services for a period of more than 60 days.

4.19 ARBITRATION

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

4.19.2 If after 30 days from the commencement of such direct informal negotiations, the department and the successful bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Government of Punjab through it Secretary,Transport Department.

4.19.3 In the case if a dispute or difference rising between the Department and the Successful bidder 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 Department and the other to be nominated by the Successful bidder 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/Institutions of Engineer, India shall be final and binding on the parties.

4.19.4 The Indian Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

4.19.5 The venue of the arbitration shall be Chandigarh from where the Contract is issued.

4.19.6 The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Successful bidder, if the Successful bidder fails to comply with any decision reached consequent upon arbitration proceedings.

4.20 PASSING OF PROPERTY

4.20.1 The Ownership of the site (if allotted by the Department to the Successful bidder) shall not pass to the Successful bidder. The Ownership of the hardware/equipment & infrastructure created by the successful bidder shall not pass to the department and shall remain the property of the successful bidder even after the expiry of the Contract.

4.20.2 The successful bidder on completion of the contract or foreclosure/pre mature termination of the contract, shall pass on IPR and the software alongwith the Source code and all the data asset to the Transport Commissioner, Punjab at zero cost.

4.21 SUSPENSION

4.21.1 The Department may, by a written notice of suspension to the Successful bidder, suspend the Contract if the Successful bidder 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 the failure and
- ii) shall request the Successful bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful bidder.

4.22 CESSATION OF RIGHTS AND OBLIGATIONS

4.22.1 Upon termination of the Contract pursuant to any of the Paras 4.14, 4.16, 4.17 and 4.21 above, or upon expiration of this contract, all rights and obligations are such parties hereunder shall cease, except :

- i) Such rights and obligations as may have accrued on the date of termination or expiration.
- ii) The obligation of confidentiality set fourth.
- iii) Any right which a party may have under the applicable law.

4.23 CESSATION OF SERVICES UPON TERMINATION

4.23.1 Upon termination of the Contract pursuant to any of the Paras 4.14, 4.16, 4.17 and 4.21 above, the successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

4.24 COMPLETION OF CONTRACT

4.24.1 Unless terminated earlier under Paras 4.14, 4.16, 4.17 and 4.21, the contract shall terminate on the completion of the period of 10 Years of the working of the contract. On completion of the contract, the bidder shall :-

- 1. pass on IPR and software alongwith the Source Code to Transport Commissioner, Punjab.
- 2. transfer all data asset to Transport Commissioner, Punjab.
- 3. handover the possession of premises provided by the Registering Authorities to the bidder for affixation of plates on motor vehicles.

4. clear all charges for utilities like electricity, water etc. in respect of the premises provided by the Registering Authorities..

SECTION-V: Specifications of the High Security Registration Plates

The Size and Technical Specification of the High Security Registration Plates shall be as per Motor Vehicles (New High Security Registration Plates) Order 2001 amended from time to time and Rule 50 and 51 of the Central Motor Vehicle Rules 1989. (Copy of the Motor Vehicles New High Security Registration Plates Order 2001 is attached).

MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001

Whereas the Central Government is of the opinion that it is necessary and expedient in the public interest to notify certain standards in respect of the new system of high security registration plates for motor vehicles and the process used by a manufacturer or vendor for manufacturing or supplying such plates with reference to the amendments made in the Central Motor Vehicles Rules, 1989, by the Central Motor Vehicles (1st Amendment) rules, 2001, it, therefore, in exercise of the powers conferred by the sub-section (3) of section 109 of the Motor Vehicles Act, 1988 (59 of 1988) makes the following Order to specify such standards, namely:-

1. This Order may be called as THE MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001.
2. It shall come into force on the 28th day of September, 2001 in case of new registered vehicles from that date and in case of already registered vehicles, two years from the date of publication of this Order in the Official Gazette.
3. **Application-** This Order shall apply to motor vehicles as defined in clause (28) of section 2 of the Motor Vehicles Act, 1988 (59 of 1988).
4. A manufacturer or supplier of new high security registration plates shall comply with the following specifications, namely:-
 - (i) The manufacturer or supplier shall have a certificate from the Central Road Research Institute, New Delhi or any one of the testing agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989.
 - (ii) The registration plate shall conform to the specifications spelt out in rule 50 of the Central Motor Vehicles Rules, 1989; and shall conform to ²[DIN 74069 – 1975 and ISO 7591 – 1982, as amended from time to time till such time as the corresponding BIS specifications are notified.] The registration plate has to be guaranteed for imperishable nature for a minimum of five years.
³[(ii-a) The size of the registration plate for different categories of vehicles shall be in accordance with clause (vi) to sub-rule (1) of rule 50 of the Central Motor Vehicles Rules, 1989. However, in case of motorcycles, the size of the plate may be used 285 x 45 mm.]
 - (iii) The background colour of the letters in the High Security Registration plates shall be the same as per the colour scheme prescribed in the Notification of the Government of India

in the Ministry of Shipping, Road Transport & Highways No. G.S.R. 221 (E), dated 28-3-2001, namely, in black colour on yellow background in case of transport vehicles and in black colour on white background in other cases. The letters of registration mark shall be in English and the figures shall be in Arabic numerals, and the letters and numerals shall be embossed and hot stamped.

⁴[(iv) To protect against counterfeiting, a chromium-based hologram of the size of 20mm x 20 mm is to be applied by hot stamping on the left-hand corner of the plate in both front and rear plates. The hologram shall contain CHAKRA in blue colour as given in the Annexure annexed to this Order.]

(v) The permanent identification number of minimum 7 digits is to be laser branded into the reflective sheeting on the bottom left hand side of the registration plate with the numeral size being 2.5 mm;

⁵[Provided that the permanent consecutive identification number in Arabic number shall be preceded by two alphabets representing the name of the vendor or the manufacturer or the supplier, as the case may be, for whom the type approval certificate is issued by the test agencies;

Provided further that the test agencies specified in column (2) of the Table below shall use the alphabet specified in column (3) of the said Table as under:

S.No.	Name of Test Agency	
1	Automotive Research Association of India, Pune	A to H
2	Central Road Research Institute, New Delhi	I to P
3	Vehicles Research Development Establishment, Ahmednagar	Q to S

Provided also that the height of the digits shall be 5 mm for the front and rear registration plates and shall be 2.5 mm for the third registration plate, which shall be in the form of a sticker.]

(vi) The hot stamping film to be applied on the letters/numerals of the license number shall bear the inscription "INDIA". [The letters "INDIA" shall be in blue colour with the font size of 10 (ten) in Type Arial Bold script at 45 degrees inclination with sequential lines being the mirror image of the other.]

(vii) The third registration plate in the form of a self destructive type chromium based hologram sticker shall be of the size 100 mm x 60 mm is to be affixed on the inner side

of the left hand corner of windshield of the vehicle. The details on the sticker shall be (i) name of registering authority, (ii) registration number of the vehicle, (iii) laser branded permanent identification number, (iv) engine number and (v) chassis number of the vehicle. On the bottom of the right corner of the sticker, the chromium based hologram shall be applied but of a smaller size of 10 mm x 10 mm. In the said sticker the registration number of the vehicle shall be in the centre with a letter size of 10 mm in height. The name of registering authority would be on top part of sticker in letter size of 5 mm, while, laser branded permanent identification number, then engine number followed by chassis number shall come in the bottom left side of the sticker with numeral size being 2.5 mm in each case. A depiction of the sticker is given in the sketch as specified in the annexure annexed to this Order. ⁶[The sticker should be essentially a diffraction foil film with high reflective index and shall have the chromium based hologram embedded.]

- (viii) The registration plate fitted in the rear of the vehicle shall be fastened with non-removable/non-reusable snap lock system. For that sake of better security, at least two such snap locks shall be fitted.
- (ix) No high security plate shall be affixed outside the premises of the registering authority.
- (x) The manufacturer or the vendor selected by the State Transport Department for supply of such registration plates may be for the State as a whole or for any region of the State.
- (xi) The registration plate will be supplied to the motor vehicle owners by the vendor against the authorisation by the Road Transport Officer or any officer designated for the purpose by the State Transport Department.
- (xii) The replacement for any existing registration plate may be made by the concerned transport authority only after ensuring that the old plate has been surrendered and destroyed.
- (xiii) A proper record of the registration plates issued by the manufacturer or the vendor, authorized by the State Government, should be maintained on a daily basis and got tallied periodically with the records of the Transport Office.

- (xiv) Periodic audit shall be carried out by concerned testing agency to ensure compliance of the requirements of the high security registration plate.

SECTION- VI: Financial Bid Form**FINANCIAL BID FORM – I**

1. Name of the Bidder/ Joint Venture/ Consortium:
2. Address:
3. Tendered price to be provided in below table:

S.No. (1)	Item (2)	Weight attached (3)	Unit (4)	Amount (5) Rate in/ Rate in Figures / Words	Total (3X5) (6)
1.	Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – scooters, motorcycles, mopeds.	75	Set		
2.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for 3 wheelers and invalid carriages	1.5	Set		
3.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles/Passenger Cars	10.5	Set		
4.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Medium Commercial Vehicles/ Heavy Commercial Vehicles/ Trailer/ combination	3.5	Set		
5.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Agriculture Tractor/other vehicles	9.5	Set		
	Total No. of Vehicles (in ratios)	100			
	Sum Total amount				

I/We agree with the terms and conditions of the tender document and specific agreement will be signed upon award of contract.

(Authorized signatory)

Name :

Company Seal :

NOTE:

1. The above prices are chargeable from vehicle owners and are for providing and fixing High Security Registration Plate on the vehicles. At the end of every year an increase of 5% will be allowed.
2. The price are inclusive of Excise Duty but exclusive of Value Added Tax and Service Tax and/or any other Taxes, which will be charged extra at the prevailing rates.

FINANCIAL BID FORM – II**PROVISION FOR SUPPLY OF INDIVIDUAL ITEMS AS REPLACEMENT**

1. Name of the Bidder/ Joint Venture/ Consortium:
2. Address:
3. Tendered price to be provided in below table:

Sr. No.	Item	Unit	Price Per Unit for providing, fixing	
			In Figures	In Words
1.	Registration Plate size 500 x 120 mm	Pc		
2.	Registration Plate size 340 x 200 mm	Pc		
3.	Registration Plate size 200 x 100 mm	Pc		
4.	Registration Plate size 285 x 45 mm	Pc		
5.	3 rd Registration Plate sticker inclusive of printing	Pc		
6.	Snap Locks	Pair		

I/We agree with the terms and conditions of the bid document and specific agreement will be signed upon award of contract.

(Authorized signatory)

Name :

Company Seal :

NOTE :

1. The bidder should quote separate rate for each size of plate/ item to cater replacement market, considering that a premium of 50% on the above rates can be charged from the Vehicle Owner. Replacement markets means vehicles already fitted with the HSRP requires replacing HSRP due to some reasons like accidents.
2. The above prices are chargeable from vehicle owners and are for providing and fixing High Security Registration Plate on the vehicles. At the end of every year an increase of 5% will be allowed.
3. The price will be inclusive of Excise Duty but exclusive Value Added Tax and Service Tax and/or any other Taxes, which may be charged extra at the prevailing rates

SECTION-VII: Annexure

ANNEXURE I: Report from Embossing Stations to Registering Authority (Illustrative)

Date: _____

Sl. No	Application No.	Vehicle Type	Owners name	Laser Identification No.		RP Size		3 rd RP Y/N	Colour Background		Remarks
				Front	Rear	Front	Rear		Yellow	White	

ANNEXURE II: Monthly Compliance Report to Transport Department (Illustrative)

Month: _____

Registering Authority	Application Recd.		RP Supplied		Back log (if any)	Remark
	New Registration	Existing	New Registration	Existing		
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
13.						

ANNEXURE III: Letter of Application

[Letterhead paper of the Bidder, or member responsible for a joint venture/consortium, including full postal address, telephone no., fax no. and E-mail and cable address]

Date :

To

**State Transport Commissioner
Transport Department, Punjab
Chandigarh**

Ref. : Supply of High Security Registration Plates in State of Punjab on BOO basis.

Sir,

1. I, (Name of authorized signatory), being duly authorized to represent and act on behalf of (Name of Bidder/Joint Venture/Consortium) (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the RFP requirements and information provided, the undersigned hereby submits our bid in response to the RFP implementation of High Security Registration Plate Project in Punjab.
2. Certified copies of original documents defining^(*):
 - (a) Bidder's legal status;
 - (b) Principal place of Business;
 - (c) Place of Incorporation (for Bidders who are corporations); or the place of registration and the nationality of the owners (for Bidders who are partnerships or individually owned firms); are being submitted as per relevant annexures.
3. Authority letter(s) for signatory(ies) are also attached.

(*) For applications by joint venture/consortiums, all the information requested in the RFP document is to be provided for the joint venture/consortium, if it already exists, and for each party to the joint venture/consortium separately. The lead member should be clearly identified and each member in the joint venture/consortium shall sign the letter.

4. The Transport Department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers, clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application such as the resources, experience, and competence of the Bidder.

5. The Transport Department and its authorized representatives may contact any of the following persons for further information (**):

General and managerial inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
:	
Personnel inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
:	
Technical inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
:	
Financial inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)

(**) Applications by joint venture/consortiums should provide on a separate sheet similar information for each party to the application.

6. This application is made with full understanding that:
- (a) bids by pre-qualified Bidders will be subject to verification of all information submitted for Pre-qualification at the time of bidding;
 - (b) Bid is liable for cancellation if the eligibility of bidders as per clause 1.5 is violated.
 - (c) The Transport Department reserves the right to:
 - i) amend the scope and value of contracts to be bid under this project; in which event, bids will be invited only from those Bidders who meet the resulting amended Pre-qualification requirements; and
 - ii) reject or accept any application, cancel the bid evaluation process, and reject all applications;

- (d) The Transport Department shall not be liable for any such actions under 6 (c) above.
- 7. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture/consortium. We also specify the financial commitment in terms of the percentage of the value of (each) contract, and the responsibilities for execution of the (each) contract.
- 8. I/We confirm that if our company bid, that bid, as well as any resulting contract, will be:
 - (a) signed so as to legally bind all members, jointly and severally; and
 - (b) submitted with a joint venture/consortium agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
- 9. The undersigned declare that the statements made and the information provided in the duly completed application and the bid documents are complete, true and correct in every detail.

(Authorized signatory)

Name :

Designation:

Company Seal:

ANNEXURE IV: Declaration of non-Participation in Multiple Bids

I, *(name of authorized signatory)*, authorized signatory for M/s *(name of company)* do hereby solemnly affirm and declare that M/s *(name of company)* is not participating as the bidder or lead bidder or as a member of joint venture/ consortium in any other bid participating for the High Security Registration Plates project in Punjab.

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: To be provided by bidder and separately by all the members of JV/C

ANNEXURE V: Turnover Details

A. Name of Bidder/Members of a Joint Venture/Consortium

1. Lead member:
2. Member (B):
3. Member (C):

B. Annual Turnover Data (From all sources in Indian currency)

Member	Year 1 (2010-2011)	Year 2 (2009-2010)	Year 3 (2008-2009)
1. Lead member			
2. Member (B)			
3. Member (C)			
TOTAL			

Note:

- (1) The above information to be supported by Certificate attested by a Chartered Accountant /Scheduled/ Nationalized Bank
- (2) For calculation purpose 1 US\$= INR 45/-
- (3) Kindly provide name, address and contact number (Telephone and Fax) of Bank/ Chartered Accountants certifying the above information:

(Authorized signatory)

Name :

Designation:

Company Seal:

ANNEXURE VI: Affidavit* of Non-Abandonment of Work

1. I, the undersigned, do hereby solemnly affirm that all the statements made in the required attachments in envelope no.1 (Pre-qualification bid) are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent members have abandoned any work on High Security Registration Plates in India or abroad nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any authority, bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by TRANSPORT DEPARTMENT to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the TRANSPORT DEPARTMENT

(Authorized signatory)

Name :

Designation:

Company Seal:

In case of Joint venture/consortium, Affidavit to be given separately by each member

* To be given on Non-judicial stamp paper duly signed by authorized notary

ANNEXURE VII: General Information & Constitution Status

1.	Name of Bidder	
2.	Head office Address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of Directors/Owners ^(*)		
	Name	Nationality
1.		
2.		
3.		

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided separately by all the members

(*) To be completed for all

ANNEXURE VIII: Structure and Organization

1.	The Bidder/ Member is		
	(a)	a Company incorporated under Indian Co.s Act	_____
	(b)	a joint venture/consortium (If yes, give complete information in respect of each member)	_____
2.	Attach the Organization Chart showing the structure of the organization including the name of the Directors and position of officers.		_____
3.	For how many years has your organization been in business of similar works? What were your fields when your organization was established ? Whether any new fields were added in your organization ? And if so, when?		
4.	Give details of your Registration Plate testing laboratory, if any (include full range of equipments available; 'make', year and functional conditions details etc. including present status indicating their availability for the contract (s) being applied for)		_____
5.	Give details of your experience in using decentralized Registration Plate manufacturing equipment and quality control systems that you would adopt.		_____
6.	Give details of your experience in manufacturing/supply of 3 rd Registration Plate. (include your method statement for this item).		
7.	Give details of your experience in snap lock system for Registration Plates (include your method statement for this item).		_____

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided separately by all the members

ANNEXURE IX: Equipment Capabilities

UNDERTAKING

I, *(name of authorized signatory)*, do hereby solemnly affirm that:

1. Our Company/ Joint Venture/ Consortium i.e. M/s. _____ will deploy all equipments required for implementation of the project as per technical specifications laid down in the said Notification for implementation of High Security Registration Plates project in Punjab.
2. I shall submit, within 7 (Seven) days of commencement of our commercial production, a certificate of Commencement by a qualified Chartered Engineer on which the authorities may conduct Technical verification and subsequent verifications as per the Bid terms.

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided by the authorized member

ANNEXURE X: Details Joint Venture/Consortium

Participation Details	Firm A (Lead member)	Firm B	Firm C
Financial			
Planning			
Registration Plate manufacturing Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided by the authorized member
 [Indicate responsibility and extent of participation in respect of finance, planning, Registration Plate manufacturing equipment, key personnel and execution of the work of the Lead member of the joint venture/consortium and of each of the Joint Venture members/consortium]

ANNEXURE XI: Declaration of Capabilities

I, *(name of authorized signatory)*, do hereby solemnly affirm and declare that:

1. Our Company/ Joint Venture/ Consortium i.e. M/s._____ has the High Security Registration Plates manufacturing facility in the territory of India. The address of the said facility is given below:
 - a. Name:
 - b. Street:
 - c. District:
 - d. PINCODE
 - e. State
 - f. Mobile/ Telephone/ Fax/ email

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided by the authorized member

ANNEXURE XII: Undertaking for Key Personnel Required to be Deployed

I, *(name of authorized signatory)*, do hereby solemnly affirm that should our Company/ Joint Venture/ Consortium i.e. M/s._____ be the successful bidder, we will provide the key personnel as per the below mentioned requirement:

S. No.	Personnel	Min. Qualification	Min. Experience
1.	Project Manager	MBA/ PGDBA & B.Tech/ BE	7 Years or above
2.	Planning & Monitoring	MBA/ PGDBA	4 Years or above
3.	Manager for State Logistics	MBA/ PGDBA	4 Years or above
4.	Embossing Station Incharge*	Graduate or above	3 Years or above
5.	Embossing Technicians*	Relevant degree/ diploma/ Certificate	2 Years or above
6.	IT & network Incharge*	MCA/ B.Tech/ B.E.	2 Years or above
7.	Fitment engineer**	Relevant degree/ diploma/ Certificate	2 Years or above

* For each Embossing Station

** For each Registering Authority

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided by the authorized member

ANNEXURE XIII: Undertaking for Infrastructure

UNDERTAKING

I, (*name of authorized signatory*), do hereby solemnly affirm and undertake that should our Company/ Joint Venture/ Consortium i.e. M/s. _____ be the successful bidder, we will

1. Operationalise the whole integrated system, offices, facilities etc in the entire state within 60 days from the date of signing of the contract
2. Establish infrastructure required and necessary for carrying out the work as prescribed under the scope of the bid document shall be made operational within the period as stipulated in the RFP document

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided by the authorized member

ANNEXURE XIV: Current Contract commitments / works in progress in India

Name of the Bidder/ Joint venture/ Consortium:
--

All individual Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

S.No.	Name of the contract, Location and nature of the work	Contract No. & Date	Name and Address of Client (including Tel./Fax No.)	Contract volume per year	Value outstanding of work	Estimated completion date
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6 etc.						

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided separately by all the members

ANNEXURE XV: Number of Registering Authorities & Vehicles in Punjab

S. No.	Location of DTO office	S. No.	Location of DTO location
1	Ludhiana	11	Gurdaspur
2	Jalandhar	12	Patiala
3	Amritsar	13	Ferozepur
4	Hoshiarpur	14	Bhatinda
5	Sangrur	15	Fatehgarh Sahib
6	Ropar	16	Muktsar
7	Shaeed Bhagat Singh Nagar (Nawan Shahar)	17	Kapurthala
8	Mansa	18	Sahibzada Ajit Singh Nagar (Mohali)
9	Faridkot	19	Tarn Taran
10	Moga	20	Barnala

S. No.	Location of SDM office	S. No.	Location of SDM office
1	Ajnala	29	Patti
2	Abohar	30	Rajpura
3	Anandpur Sahib	31	Rampura Phul
4	Baba Bakala	32	Sultanpur Lodhi
5	Batala	33	Samana
6	Balachaur	34	Samrala
7	Dasuya	35	Sunam
8	Fazilka	36	Talwandi Sabo
9	Gharhshankar	37	Zira
10	Jagraon	38	Amloh
11	Khanna	39	Khamano
12	Kharar	40	Budhlada

S. No.	Location of SDM office	S. No.	Location of SDM office
13	Malerkotla	41	Sardulgarh
14	Nakodar	42	Bassi Pathana
15	Nabha	43	Malout
16	Pathankot	44	Mukerian
17	Phagwara	45	Payal
18	Raikot	46	Moonak
19	Bhulath	47	Nihal Singh Wala
20	Dera Baba Nanak	48	Shahakot
21	Dhuri	49	Dhar Kalan
22	Gidderbaha	50	Bagah Purana
23	Jalalabad	51	Derra Bassi
24	Jaitu	52	Chamkaur Sahib
25	Khadoor Sahib	53	Patran
26	Tapa Mandi	54	Lehra
27	Nangal		
28	Phillaur		

NUMBER OF VEHICLES REGISTERED**Existing Motor Vehicles and future projections**

Type of vehicle	No. of existing vehicles	Approximate annual new registrations
2 wheelers Scooters /Motorcycle	3956279	389400
3 wheelers & invalid carriages	78065	4200
Light Motor Vehicles and Passenger Cars	554699	44500
Heavy and Medium Motor vehicles (Buses and trucks)	176513	12000
Tractor/ Other vehicles	508698	9000
Total	5274254	459100

ANNEXURE XVI: Affidavit of not having Criminal or Economic Offence

I _____ s/o _____
R/o _____, authorized signatory for
_____ (Name of bidding Company/Joint Venture/Consortium) do
hereby solemnly affirm and declare as under:-

That I myself or any other promoter of the bidding Company/Joint Venture/Consortium has not been:

- a) convicted of a cognizable offence by any court of law with imprisonment for a term exceeding one year; or
- b) imposed a penalty of rupees one crore or more for violation of the provisions of the Foreign Exchange Regulation Act, 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act, 1999 (42 of 1999); or
- c) detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985); or
- d) adjudged guilty by the Stock Exchange Board of India or any other such Financial Regulatory Boards or Tribunals or Agencies; or
- e) found to be associated in any manner with an organized crime syndicate or its associate or with any Association declared unlawful under the Unlawful Activities (Prevention) Act, 1967 (37 of 1967) or any other law for the time being in force; or
- f) found to be connected with activities prejudicial to the National Security, or
- g) accused of fraud or misconduct with any other State Government or Central Government, in performing his contract.

Place : _____ DEPONENT
Date : _____

VERIFICATION

Verified that the contents of my above affidavit are true and correct to my knowledge and no part thereof is false and nothing has been concealed therein.

Place : _____ DEPONENT
Date : _____

Note: In case of a joint venture/consortium, to be provided separately by all the members

Affidavit to be attested by 1st Class Magistrate

ANNEXURE XVII: Broad/ Indicative Requirements of Integrated Online Application

- a. System should have provision for registering user request (over portal, phone, helpdesk etc) for affixing HSRP
- b. System should have a workflow based approval mechanism starting from User raising a request to final sign-off by Registration Authority. The workflow would be finalized in discussion with department during the execution of the project.
- c. System should have additional features including escalation framework, status tracking, appointment scheduling
- d. System should have allow users to make online payments & get e-receipts
- e. System should allow dealing clerk/ Registration Authority to upload and save the photo of the vehicle with HSRP, prior to approval/acceptance by the competent Authority; The quality of the camera and photograph should be of sufficient high resolution acceptable to the department.
- f. System should provide realtime data accessed from integrated and centralized computing environment/ Data center
- g. System should generate MIS reports as per requirement of the departmental officials.
- h. System should have advance communication application interface with emails and SMS

ANNEXURE XVIII: Declaration of Lead member of JV/C

I, *(name of authorized signatory)*, authorized signatory for *(name of company)* which is a member of *(name of Joint Venture/ Consortium)*, do hereby solemnly affirm and designate M/s_____, as the Lead member of *(name of Joint Venture/ Consortium)* and will also be in charge for the *(name of Joint Venture/ Consortium)*, to do on behalf of the *(name of Joint Venture/ Consortium)*, all or any of the acts, deeds or things necessary or incidental to the *(name of Joint Venture/ Consortium)* Application/ proposal for the Project, including submission of Application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the *(name of Joint Venture/ Consortium)* in all its dealings with Department of Transport, Punjab, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Department of Transport, Punjab.

Further for avoidance of any doubt, I, *(name of authorized signatory)*, authorized signatory for *(name of company)* which is a member of *(name of Joint Venture/ Consortium)*, explicitly confirm that all the members of *(name of Joint Venture/ Consortium)* shall be liable, jointly and severally, during the bidding process and for the execution of the contract in accordance with the contract terms.

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: To be provided separately by all the members of joint venture/consortium except the Lead member

ANNEXURE XIX: Declaration of HSRP Software

I, *(name of authorized signatory)*, authorized signatory for *(name of company)* which is a member of *(name of Joint Venture/ Consortium)*, do hereby solemnly affirm and declare that we have the desired software for Number Plate Management and complete end to end solution for High Security Registration Plate business. The said software is proposed as part of the software solution for High Security Registration Plates in Punjab.

We hereby confirm that the said software meets the basic functionalities for High Security Registration Plate and will be further customized and upgraded to incorporate the features listed under Annexure XVII of this RFP and to meet the requirements for High Security Registration Plates project in Punjab.

(Authorized signatory)

Name :

Designation:

Company Seal:

Note: In case of a joint venture/consortium, to be provided by the authorized member