GOVERNMENT OF PUDUCHERRY TRANSPORT DEPARTMENT BID DOCUMENTS FOR MANUFACTURING OF HIGH SECURITY REGISTRATION PLATES

FOR MOTOR VEHICLES

TOTAL PRICE Rs.10,000/- (Rupees Ten thousand only) plus VAT @ 5%

D.R.No.		Date	
Issued to: -			
135 ucu 10			
-	 		
-			

GOVERNMENT OF PUDUCHERRY

TRANSPORT DEPARTMENT

BID FOR HIGH SECURITY REGISTRATION PLATES

PREAMBLE

INTRODUCTION:

The introduction of High Security Registration Plates results from the direct intervention of the Government of India by introducing amendments/modification of Rules framed under the Motor Vehicles Act. While this modification offers a business opportunity for intending operators in this business, it also enjoins upon them the necessity to create capability to provide a "fail-safe" and sustainable delivery capacity. The selected operator will not just be marketing, servicing and providing another new product but will engage in assisting the State in fulfilment of its statutory obligation to grant the High Security Registration Plates to the owners of motor vehicles in pursuance of the legal enactments. This can be achieved by fixing stringent eligibility criteria. The eligibility criteria thus, have to be commensurate not only with the scale of operations and size of network to be created by the operator but also with statutory requirement of State's continued delivery of its obligations to its citizens without any interruptions. The responsibility to ensure this continuity rests with the State. Only those intending operators who display the capacity and capability to carry out business of such intricate nature and on such large scales, are invited to participate in the bidding process. Besides the capacity and capability, the operator needs to display maturity, sagacity and understanding of business to be carried out in fulfilment of service obligation on behalf of the State or as agent of the State. Understanding of the concept of state granted concessions and regulatory compliances is therefore essential.

SCALES INVOLVED:-

While all new vehicles to be registered will statutorily have to be issued the High Security Registration Plates, the existing vehicles too have to convert to the new system within two years from the date of coming into force of the Notification. Looking at the numbers alone, the work is voluminous in nature and requires the creation of a reliable and vast networked operational model.

Further, the entire state is dotted with the Registering Authorities of the Motor Vehicles Department at diverse areas. There is a need for creation of a permanently networked infrastructure capable of delivering on all working days of the year on sustained basis for a long period of time. Creation of such infrastructure involves Fixed Capital investment, recovery of which would come over a certain period of time. The operator, therefore, is not only required to have the initial investment capacity but also the capability to service it even while the operations have not reached a break-even level.

Though the cost structures of a real like business model will have to be worked out by intending bidders, the operator has to incur material and running cost to provide and service High Security Registration Plate to motor vehicle owners. There would be heavy expenditure to be incurred over the next two years in conversion of existing motor vehicles to the use of High Security Registration Plates. The expenditure and also the revenue will plateau out to the projected annual profile once the conversion of existing motor vehicles is complete.

Eventhough the Government approves the manufacturer and the rates for High Security Registration Plates, the amount have to be borne by the motor vehicle owners only. Hence the rate should be reasonable and justified. This could be possible only when more vendors participate in the bid. Therefore the eligibility criteria suggested in the tender documents have been simplified in order that all the vendors, who have obtained "Type Approval Certificate" from the Competent Authority can participate. However the financial status and technical backgrounds will be given due importance so that the successful bidder could able to continue the supply of HSRP and allied services, throughout the contract period.

---X ---

GOVERNMENT OF PUDUCHERRY TRANSPORT DEPARTMENT

BID FOR HIGH SECURITY REGISTRATION PLATES

INVITATION FOR BIDS (IFB)

The Government of Puducherry has decided to implement the revised Rule 50 of Central Motor Vehicle Rules, 1989 and amended subsequently as notified by the Government of India, Ministry of Road Transport and Highways 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, including all other orders issued from time to time, to introduce High Security Registration Plate system in India for all types of Vehicles in the State.

The appointment of the manufacturer shall be for the whole Union territory of Puducherry

On behalf of the Government of Puducherry, the Transport Commissioner invites bids for selection of an eligible manufacturer having type approval certificate and requisite manufacturing capacity to produce the High Security Registration Plates in conformity with the specifications mentioned in the above mentioned notifications.

The bid is invited for the Union territory of Puducherry inclusive of the outlying regions of **Karaikal**, **Mahe** and **Yanam**.

The person implementing the project will assemble, establish, procure technology, design, develop, produce, emboss, distribute and affix the High Security Registration Plates and finance, maintain and operate the infrastructure, formalities, services and establishment so created at his own risk and all costs involved in establishing Embossing Stations, Site implementation and Networking within the Union territory, with centralized blanks manufacturing unit and all other facilities within the territory of India will have to be borne by the bidder himself.

Bid Documents may be purchased from the office of the Transport Commissioner, Government of Puducherry between 5th January, 2012 and 19th January, 2012 both days inclusive, till 5.00 P.M. on all working days either in person or through authorized agent against non-refundable fee of Rs.10,000/- plus VAT @ 5% in cash or by account payee Demand Draft on any Nationalized or Scheduled Bank payable at Puducherry drawn in favour of the Transport Commissioner, Puducherry.

Bid must be accompanied with the EMD of **Rs. 50,00,000/-(Rupees fifty lakhs only)** payable at Puducherry drawn in favour of the Transport Commissioner, Puducherry. EMD will have to be in any one of the forms 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.

The Tender documents is also hosted in the following web site address: "www.pon.nic.in/tenders and http://transport.puducherry.gov.in". The prospective bidders are permitted to make use of the Bid document downloaded from the above Official Web site. However the bidders making use of the downloaded Bid document from the web site, shall pay the cost of Bid document for Rs.10,000/- plus VAT @ 5% (Non-refundable) by way of account payee Demand Draft in favour of the Transport Commissioner, Transport Department, Puducherry payable at Puducherry, along with the bid. The DD/Cheque towards the cost of the Bid document in a separate envelope superscribing "Fees for HSRP Bid Document" should be put inside the tender box separately on or before the due date and time.

Important Note:-

- (1) The Bids received without document fees or if produced after the bid closing time/date, shall not be accepted and shall be treated as an invalid bid. The Transport Commissioner, Puducherry shall not be responsible for any Postal/Courier delay for non-receipt/non-delivery or late receipt of tender documents.
- (2) Incomplete documents shall be summarily rejected.

SCHEDULE FOR INVITATION TO TENDER

(a) Name of the Client	Government of Puducherry ' <i>through</i> ' the Transport Commissioner, Government of Union territory of Puducherry
(b) Address from where	Office of the Transport Commissioner,
Tender Documents can be	100 Ft.Road, Ozhandaikeerapalayam,
obtained	Puducherry-605 004.
	&
	From the Official Website Address:-
	"www.pon.nic.in/tenders
	http://transport.puducherry.gov.in"
(c) Addressee and Address at	The Transport Commissioner
which tenders are to be	Office of the Transport Commissioner
submitted	100 Ft. Road, Uzhandaikeerapalayam,
	Puducherry – 605 004.
(d) Last Date and Time for	Not later than 3.00 P.M. on 20 th January, 2012
receipt of Tender	
(e) Place, Time and Date of	Office of the Transport Commissioner
opening the Bid	100 Feet Road, Uzhandaikeerapalayam
	Puducherry – 605 004.
	at 4.00 P.M. on 20 th January, 2012
(f) Date till which the Bid is	120 days from the date of opening of the Bid.
Valid	Delivery schedules should clearly be indicated
	including project start time and completion time.
(g)Technical bid opening date	Will be communicated to the qualified vendors after scrutiny
and Time	of pre-qualification bid. (Envelope No.1)
(h) Commercial Bid	Will be communicated to the qualified vendors after scrutiny
Opening date and time	of technical - bid. (Envelope No.2)
(i) Tender Document Price	Rs.10,000/- plus VAT @ 5%
	(Non-refundable)
(j)Contact person	Transport Commissioner, Puducherry
(k)Website address	www.pon.nic.in/tenders
	http://transport.puducherry.gov.in

NOTE:

Approximate value : Rs. 27 Crores
 Earnest Money to be deposited : Rs. 50 Lakhs
 Period of contract : 5 years

Bids must be delivered at the Office of the Transport Commissioner, Transport Department, 100 feet road, Uzhandaikeerapalayam, Puducherry-609 004, within 3.00 P.M. on 20th January, 2012 and will be opened as per schedule indicated in the instructions to the Bidders in the Bidding Documents. If the Office of the Commissioner happens to be closed on the day of receipt of bids as specified, the bids will be received and opened on the next working day on opening of the office at the same time and at the same venue.

sd/-Transport Commissioner Puducherry Phone No: 0413- 2280130/2280170 Fax No : 0413 - 2280130

GOVERNMENT OF PUDUCHERRY

TRANSPORT DEPARTMENT

BID FOR HIGH SECURITY REGISTRATION PLATES

FOR MOTOR VEHICLES

BID DOCUMENT

INDEX

Sl. No.	Section Nos.	Contents	Page No.		
1.	SECTION – I	INSTRUCTIONS TO THE BIDDER	11 – 16		
2.	SECTION – II	PREPARATION OF BIDS	17 – 27		
3.	SECTION – III	SCOPE OF WORK	28 – 30		
4.	SECTION – IV	TERMS AND CONDITIONS	30 – 36		
5.	SECTION – V	SIZE & TECHNICAL SPECIFICATIONS OF THE HIGH SECURITY REGISTRATION PLATES	36		
6.	SECTION -VI	FINANCIAL BID FORMS	37 – 38		
7.	SECTION – VII	ANNEXURES – I – XVI	39 - 60		

PARA	TOPIC						
No.	No. CECTION I INCEDICATION TO THE DIDDED						
a) SECTION – I – INSTRUCTIONS TO THE BIDDER 1-1 Definitions 11							
1-2	Objective of the Scheme						
1-3	Scope of bid						
1-4	Project implementation	13 14					
1-5	Eligible Bidders	14					
1-6	Signing of the bid	15					
1-7	Cost of Bidding	16					
1 /	a. SECTION-II - PREPARATION OF BIDS	10					
2-1	Language of the bid	17					
2-2	Manner of submission of documents	17					
2-3	Envelope No.1	17					
2-4	Disqualification of Bid	19					
2-5	Envelope No.2(Technical Bid)	19					
2-6	Envelope No.3 –(Financial Bid)	20					
2-7	Bid prices	20					
2-8	Payment	20					
2-9	Bid Validity	20					
2-10	Earnest Money Deposit	21					
2-11	Alternative Proposal by bidders						
2-12	Signing of the Bid						
2-13	Sealing and marking of the bid						
2-14	Deadline for submission of the bids	22					
2-15	Late Bids	23					
2-16	Revelation of prices						
2-17	Modification of bids	23					
2-18	Local conditions						
2-19	Address for correspondence						
2-20	Opening of bids and evaluation	23					
2-21	Process to be confidential	24					
2-22	Preliminary examination of bids and determination of responsiveness	24					
2-23	Criteria for evaluation of Bids	25					
2-24	Correction of Errors	25					
2-25	Currency for bid Evaluation	25					
2-26	Evaluation and Comparison of Bids	25					
2-27	Criteria for award of contract	25					
2-28	Government's right to accept any bid and to reject any or all bids						
2-29							
2-30	Security deposit						
2-31	Signing of agreement						
2-32							
2-33	Indemnity Clause						

PARA No.	Section – III – SCOPE OF WORK	PAGE No.				
3.1	Registration of Motor Vehicle	28				
3.2	Manufacture of Registration plate 28					
3.3	Time limit for affixation	28				
3.4	Embossing and affixing	29				
3.5	Existing vehicle	29				
3.6	Replacement of Registration Plate	29				
3.7	Maintenance of manufacturing unit	29				
3.8	Electricity generators	29				
3.9	Right type of Registration Plate, Responsibility of bidder	29				
3.10	Provision of space in the premises of Registering Authority	29				
3.11	Facility inspection	30				
	ii) Section – IV – Terms and Conditions					
4.1	Period of contract	30				
4.2	Rates of high security Registration Plate	30				
4.3	Royalty	31				
4.4	Reports	31				
4.5	Training 31					
4.6	Details to be confidential 3					
4.7	Transfer of rights					
4.8	Language of law					
4.9	Decision					
4.10	Notice					
4.11	Communication					
4.12	Access to the Premises					
4.13	Instructions	32				
4.14	Delay in performance	32				
4.15	Liquidated Damages	33				
4.16	Termination of the contract	33				
4.17	Force Majeure	34				
4.18	Arbitration	34				
4.19	Passing of properties	35				
4.20	No claim certificate 35					
4.21	Suspension 35					
4.22	Cessation of rights and obligations 35					
4.23	Cessation of services upon termination	35				
4.24	Completion of contract	36				
4.25	Renewal of contract 36					
4.26	Refund of security deposit 36					

PARA	TOPIC	PAGE
No.		No.
Section V :	Size & Technical Specifications of High Security	36
	Registration plates.	
Section VI:	Financial bid form – I	
	"Security Registration Plate Scheme"	37
	Financial bid form – II	
	"Security Registration Plate Scheme"	38
Section VII - (A	Annexures)	
Annexure –I	- Report from Embossing Stations to Registering	
	Authority	39
Annexure –II	- Report from approved bidder to Transport Department	40
Annexure – III	- Letter of Application	41
Annexure – IV	- General information	43
Annexure – V	- Structure and Organisation	44
Annexure – VI	- Details of participation in cases of Joint Venture	46
Annexure – VII	- Personnel Capabilities	47
Annexure – VIII	- List of Key Personnel required to be deployed on the contract work	48
Annexure - IX		49
	- General Experience Record	
Annexure - X	- Application Form (2A) – Joint Venture Summary	50
Annexure - XI	- Experience record in the same field	51
Annexure – XII	- Affidavit	52
Annexure - XIII	- Undertaking	53
Annexure - XIV	- Current Contract commitments/works in progress in India	54
Annexure - XV	- List of Registering Authorities with addresses	55
Annexure - XVI	- Statistics of registration of vehicles (category wise)	56

SECTION-I

INSTRUCTIONS TO THE BIDDER (ITB)

1.1 **DEFINITIONS**

In this document unless the context specifies otherwise,-

- 1. "Act" shall mean The Motor Vehicles Act, 1988 as amended from time to time.
- 2. "Agreement" means the document signed by the 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.
- 3. "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 and Conciliation Act, 1996.
- 4. "Authority" shall mean and include an officer of the Transport Department as designated by the Government of the Union territory of Puducherry or any other agency of the said Government, notified for this purpose.
- 5. "Bid" means the complete biding document submitted by the Bidder to the Authority or the Department and shall include any corrections, addenda and modifications made therein.
- 6. "Bidder" shall mean a corporate entity or the Joint Venture or the Consortium, eligible to bid either jointly or severally to participate in the Bid in the stages of Pre-qualification Bidding process and shall include the successful bidder during the currency of the Contract.
- 7. "Conformity of Production (COP)" is a procedure of periodic evaluation, testing and certification as defined and certified by the Respective Test Agencies.
- 8. "Department" shall mean the Transport Department of the Government of Puducherry or any other department or agency notified by the said Government for this purpose.
- 9. "Embossing Station" means any such decentralized unit nominated by the successful Bidder for embossing of the Character and other designated word attached/ assigned specifically by the Registering Authority.
- 10. "Financial Capability" means Financial Worthiness of Bidders as per the terms of the Bid.
- 11. "Government" shall mean the Government of Puducherry.
- 12. "High Security Registration Plates" shall mean the plate displaying the registration mark as specified under Rule 50 of Central Motor Vehicle Rules, 1989 as amended up to date.

- 13. "Invitation of Bid" means the advertisement published in accordance with the legal requirements or notification by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
- 14. "Joint Venture/Consortium" shall mean the association of two or more individuals or the Corporative entity formed specifically for the purpose of Bid in which at least one of the partners is an Indian.
- 15. "Letter of Acceptance" means the formal acceptance of the tender by the Authority Department.
- 16. "Notification" shall mean and include all orders, directives and intimations issued by the Central Government as well as the Government of Puducherry in official Gazette.
- 17. "Payment" shall mean the amount payable by the Vehicle Owner to the successful Bidder.
- 18. "Period" shall mean entire term of the contract.
- 19. "**Prime Manufacturer**" shall mean individual/firm or the corporate entity engaged in carrying out the manufacturing activity of the High Security Registration Plates.
- 20. "Registering Authority" shall mean and include the authority as defined in section 2(37) of the Act.
- 21. "Registration Premises" shall mean the place where the work of registration takes place and includes office premises of Registering authority and any other premises declared by Registering Authority as registration premises for purpose of fitment of High Security Registration Plates.
- 22. "Royalty" shall mean a periodic payment made by the successful Bidder to the Government in pursuance to the Bid.
- 23. "Registration Mark" shall mean the mark as defined in the Rule No 50 of the Rules.
- 24. "Rules" shall mean the Central Motor Vehicle Rules, 1989 as amended from time to time.
- 25. "Security Deposit" means the performance bond or unconditional Bank Guarantee that provides protection to the Authority or the Department for the completion of the contract.
- 26. "**Type Approval**" shall mean the approval accorded to the Bidder by the designated Test Agencies as per Test procedure prescribed and to be submitted as mentioned in the bid document.
- 27. "**Test Agencies**" means such institutes/agencies designated and notified by the Government to test and approve the manufacture of the Registration Plates and to issue and grant the Type Approval Certificate and certification of Conformity of Production (COP).

1.2 OBJECTIVE OF THE SCHEME

- 1.2.1 Objective of the scheme is to ensure uniformity in size, colour and specifications of the High Security Registration Plates all over India, to all types of vehicles being registered/ already registered as per the guidelines from the Ministry of Road Transport & Highways, New Delhi vide Gazette Notification dated 28th March 2001. However, it will be mandatory for the existing / already registered vehicles, to replace the existing number plates with the new High Security Registration Plates, within such time as may be specified by the Government
- 1.2.2 High Security Registration Plates and the 3rd Registration plate shall be issued and fixed in the manner prescribed in the Government of India Notification on vehicle at the premises of the Registering Authority. The Government may give directions about the colour or additional information which should be printed on the 3rd High Security Registration Plate to the bidder from time to time, but such changes will be intimated to the bidder 60 days in advance before implementation.

1.2.3 **Objective of bidding process**:

Objective of the bidding process is to ensure that the manufacturer selected by the Government complies with the overall objective of the Notifications of the Ministry of Road Transport & High ways, Government of India in GSR No. 221(E) dated 28th March 2001 and S.O. No. 814 (E) dated 22nd August, 2001 and S.O. 1041(E) dated 16th October, 2001, and has capability and capacity to invest and build necessary infrastructure, so that the scheme becomes operational from the targeted date as specified by the Ministry of Shipping, Road Transport & Highways Govt. of India, vide S.O.1407(E),dated 23rd December, 2004 published in the Gazette of India dated 23rd December, 2004 and orders as amended from time to time.

Since High Security Registration plate has been introduced by the Ministry of Road Transport & High ways, as a highly sensitive product for prevention of crimes and involves high security features to prevent counterfeiting and duplication of High Security Registration Plates, it is intended to select a manufacturer who would have necessary experience, expertise and exposure to such complex works in India, so that the objective of the scheme is not diluted or vitiated, in view of the strictest adherence of the high security features involved and to impose accountability on the part of the successful bidder.

1.3 SCOPE OF THE BID

- 1.3.1 The Transport Commissioner, on behalf of the Government of Puducherry invites Bids for selecting a bidder to create infrastructure and supplying of High Security Registration Plates to vehicle owners in the entire Union territory of Puducherry in conformity with rule 50 of the Rules and orders issued by the Ministry of Road Transport & High ways, Government of India vide S.O.No. 814(E) notified vide gazette of India dated 22.08.2001 and S.O.No.1041 dated 16.10.2001 hereinafter referred to as "said Notification"
- 1.3.2 The Scope of work includes establishing and creating complete infrastructure to manufacture and to provide/fix High Security Registration plate to all the motor vehicles in the Union territory in conformity with technical parameters contemplated in the said Notification. The work shall be carried out in accordance with the specifications detailed in the Bid Documents including interalia the Section-V, titled "Size & Technical Specifications of the High Security Registration Plates". The details of vehicles already registered & likely to be registered can be obtained from the office of the Transport

Commissioner, however, the Government does not bind itself in any way for increase or decrease of such vehicles in the subsequent years.

1.3.3 The successful bidder shall set up, install, operate and establish complete infrastructure in all respects as per clause 2.5.1. and shall submit an undertaking to this effect as per specimen in Annexure XIII.

1.4 PROJECT IMPLEMENTATION

The person implementing the project will assemble, establish, procure technology, design, develop, produce, 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, with centralized Blanks manufacturing unit and all other agencies within the territory of India will have to be done by the bidder himself.

1.5 <u>ELIGIBLE BIDDERS</u>

This invitation for bid is open to all the bidders who fulfil all the following criteria on cumulative basis:

- 1.5.1 The Bidder must be a company registered under the Companies Act, 1956, having not less than two Directors having sufficient technical experience in the field of whom at least one is an Indian.
- 1.5.2 All directors/partners of the joint venture shall be liable, jointly and severally, during the bidding process and for the execution of the contract in accordance with the contract terms. The bid shall be signed so as to legally bind all directors/partners, jointly and severally.
- 1.5.3 The Bidder or any of the members of Joint Venture should have obtained Type Approval Certificate from any of the authorised testing agencies stipulated by the Govt. of India, Ministry of Shipping, Road Transport & High Ways in respect of Registration Plates, which shall also include **Security Features viz.**
 - (i) Laser branded permanent consecutive identification number.
 - (ii) Chromium based hot stamped hologram.
 - (iii) Self Destructive Type Chromium based third licence plate sticker.

as notified by the Ministry of Shipping Road Transport and Highways, Govt. of India.

Necessary credentials from the Government should be attached along with Bid document.

1.5.4 The Bidder should have their own manufacturing unit of High Security Registration Plates in India with minimum capacity of supplying at least one year's requirement for the Union territory. Documentary evidence of having obtained necessary factory licenses (approval of proposed Factory Plans and clearances, statement of capacities for the purpose to be attached duly signed by the authorized representative of the Consortium.)

- 1.5.5 The Bidder or the joint venture partners together must have a minimum net worth equivalent to Indian **Rupees 50 Crores** (Bank Solvency Certificate to be produced.)
- 1.5.6 The Bidders or the joint venture directors/partners together must have a minimum annual turnover equivalent to Indian **Rupees 12 Crores** in the immediately preceding previous year from the Registration plates business. Certificate confirming above and certification duly attested by a Chartered Accountant/ any Bank to be attached in support of fulfilment of this condition.
- 1.5.7 The Bidders shall produce valid "Type Approval Certificate" issued by test agencies for the High Security Registration Plates as per the Gazette Notification.
- 1.5.8 The Bidder must provide complete sets of samples of High Security Registration Plates of each size as per specification, covering the entire alphabets from A to Z and numerals from 0 to 9, in separate envelope marked and sealed, along with the bid documents.
- 1.5.9 The Bidder must provide pre-qualification field performance warranty for a period of 5 years for reflective sheets used for the High Security Registration Plates, supplied by him.

1.5.10 No Subletting Etcetera

Being a high Security Project, the Successful Bidder shall be required to implement the Project by himself. Sub-contracting / Sub-letting will not be allowed under any circumstances. An undertaking to this effect must be enclosed with the Technical Bid that the project will be implemented by the Bidder himself

1.6 Signing of the bid

- 1.6.1 If the bid is submitted by a proprietary firm, it shall be signed by the proprietor above his full type written name and full name of his firm with its present address.
- 1.6.2 If the bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and present addresses, or alternatively by a partner holding power of attorney for the firm (a certified copy of the power of attorney shall accompany the application). A Certified copy of the partnership deed and current addresses of all the partners of the firm shall also accompany the bid document.
- 1.6.3 If a limited company or a corporation submits the bid, 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 shall accompany the bid.
- 1.6.4 If the bid is submitted by a joint venture of two or more firms, the authorized representative of the joint venture shall sign it. A certified copy of the power of attorney to the authorized representative, signed by the legally authorized signatories of all the firms of the joint venture 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 Government will in no case be responsible or liable for such cost, regardless of the contract or outcome of the bidding process.

SECTION - II

PREPARATION OF BIDS

2.1. **LANGUAGE OF BID:**

The bid and all correspondence and documents relating to the bid exchanged between the bidder and the Government shall be written in English Language only.

2.2. MANNER OF SUBMISSION OF DOCUMENTS:

The offer shall contain the following documents and be submitted in three separate envelopes numbered and marked on the cover in the manner detailed below.

- 2.3. **ENVELOPE NO.1**: The first envelop clearly marked as Envelope No.1 (**PRE-QUALIFICATION BID**) shall contain the following:
- 2.3.1. Letter of Application on the letterhead of the bidder as per <u>Annexure III</u> accompanied with enclosure Annexure IV to Annexure XIV.
- 2.3.2. The EMD of Rs. 50,00,000/- (Rupees Fifty lakhs only) shall be in the form of Banker's Cheque/Bank Draft/Fixed Deposit Receipt from any Nationalized/Scheduled Bank (except Co-operative Bank) payable at Puducherry and pledged in the name of the Transport Commissioner, Puducherry.

Notes:

- (a) Any Certificate, which purports to exempt the bidder from payment of EMD, will not be accepted.
- (b) Any Bid not accompanied by an acceptable EMD in the manner stated above shall be summarily rejected by the Transport Commissioner as non responsive bid and the other unopened envelopes shall be returned, without entertaining any correspondence whatsoever.
- 2.3.3 Documentary evidence for the following:
 - a) Constitution/Legal Status along with General Application at <u>Annexure IV & V</u> respectively.
 - b) Place of Manufacturing facility and proof of ownership of production facility.
- 2.3.4 Organisational Chart of the Bidder/Members of the Joint Venture/Consortium giving details as regards to qualification and experience of their Directors, key Management and technical personnel proposed for the execution of contract as per Annexure VI, VII & VIII
- 2.3.5 The bidder should also invariably give the details of 'ON LINE" management system and access method relating to the issuance of High Security Registration Plates.
- 2.3.6 Proof of Annual Turnover of Bidder/Partners to the Joint Venture equivalent to Rs.12 crores in the last preceding year for the manufacture and offering of registration plates. (Proof to be attached in the form of certification from a Chartered Accountant Countersigned by the bank)

- 2.3.7 Bank Solvency Certificate of the Bidder/Partners to the Joint Venture equivalent to Rs.50 crores.
- 2.3.8 Credentials from Government towards experience in the field of Registration plates with security features.
- 2.3.9 Declaration of Turnover of bidder & joint venture partners as per Annexure X.
- 2.3.10 Authority to seek reference from the Bidder's Bankers.
- 2.3.11 Declaration on affidavit as per format at Annexure XII.
- 2.3.12 Undertaking as regards setting up of Blanks Manufacturing Unit in the territory of India and creating other infrastructural facilities as mentioned in the bid documents sufficient to cater to minimum one year requirement of the Union territory.
- 2.3.13 Profile of the Bidder and Memorandum and Articles of Association.
- 2.3.14 The Bidder should enclose documents relating to the tie-up for sourcing of 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
- 2.3.15 The Bidder shall give complete break up of infrastructure and facilities to be created for covering the entire requirements of the different Registering Authorities in Puducherry as shown in Annexure XV, XVII & XVII with the logistics plan and delivery mechanism and the no. of embossing stations proposed in the Union territory and details of equipments/facilities to be installed in each embossing station. The bidder shall ascertain all relevant facts regarding the Union territory at his own cost and expense.
- 2.3.16 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 Union territory to be attached.
- 2.3.17 Warranty for the High Security Registration Plates for a period of Five Years from the date of fitting.
- 2.3.18 An up-to-date Income Tax Clearance Certificate which is valid on the date of opening of the bid (true copy thereof duly attested by Gazetted Officer), along with PAN/GIR number.
- 2.3.19 Duplicate copy of the bid documents duly signed, on each page in token of acceptance of the terms and conditions.

2.4. <u>DISQUALIFICATION OF BID</u>

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

- a) made misleading or false representation in the forms, statements and attachments submitted; or
- b) been debarred by Transport Department as on the date of submission of bid.
- **2.5. ENVELOPE** (**TECHNICAL BID**) **No.2**: The Second Envelop clearly marked as Envelop No.2 (TECHNICAL BID) shall contain the following:
- N.B.: PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID.
- 2.5.1 The bidder shall provide the following details of their manufacturing facility which shall be liable for inspection as contemplated in <u>clause 3.11</u>.
 - (a) Location of the main unit.
 - (b) Area of Land.
 - (c) Production Capacity.
 - (d) Details and make of equipments installed.
 - (e) Date by which the unit has/will become operational..
 - (f) Copies of necessary approvals & Factory Licenses.
 - (g) Details of Technology being used and system characteristics.
 - (h) Plan for interconnectivity and networking.
- 2.5.2 An undertaking that the successful bidder, upon intimation of the award, shall make operational the whole integrated in the entire Union territory within 60 days from the date of intimation of the award and such undertaking shall be as per <u>Annexure XIII.</u>
- 2.5.3 Approval Certificate for each size and type of High Security Registration Plates from the Test agencies authorized by the Government of India to supply the High Security Registration Plate.

In case the type approval certificate not being furnished herewith the following conditions must be fulfilled by furnishing supporting documentary evidence:

- (a) Proof of submission of application and samples of plates etc. to any of the agencies, authorized by Government of India.
- (b) Receipt/Acknowledgement of the test agency with regard to acceptance of the application and samples.
- 2.5.4 The Bidder must provide complete set of Samples of each size of High Security Registration Plate strictly as per specification, covering the entire alphabets from A to Z and numerals from 0 to 9, duly marked and sealed in a separate envelope along with the bid documents.
- 2.5.5 Evidence of finalization of fitment details from all automobile manufactures (as per list of SIAM Society of Indian Automobile Manufacturers) to ensure easy and smooth fitment of Registration Plates on the vehicles.

- 2.5.6 Works program for implementation of the scheme including scheduling and Bar Chart for the project along with an undertaking to strictly adhering to the schedule as submitted.
- 2.5.7 Triplicate copy of the Bidding Documents duly signed, in each page in token of acceptance of terms and conditions.
- **2.6.** Envelope No.3: The Third Envelope clearly marked Envelope No.3 "Financial Bid" shall contain the following:

N.B. FINANCIAL BID SHOULD ONLY INDICATE PRICES.

- 2.6.1 Each page of the original Bid Document should be singed in token of acceptance of the terms and conditions.
- 2.6.2 The rates are to 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.

2.7 BID PRICES

The Bidder shall fill in rates and prices both in figures and words in Financial Bid.

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 each Registration Plate including 3rd Registration Plate Sticker and Snap Lock is taken into consideration.

Similarly the percentage increase/decrease rate due to fluctuation in United States Dollar shall be the same as in Financial Bid Form I & II. Bids which are not in conformity as above, will not be considered for evaluation and the bidder shall be deemed to have been disqualified.

The rates quoted by the Bidder shall be actual which can be charged from a vehicle owner in the entire Union territory of Puducherry, uniformly, for each category of vehicles and shall be inclusive of all duties and taxes except the local sales tax which may be charged extra, as applicable in the Union territory.

2.8 PAYMENT

- 2.8.1 In consideration of the services rendered by the Bidder under the Contract, the department shall authorized the Bidder to charge and recover an amount on the basis of rates accepted by the Department from vehicle owners for supplying High Security Registration Plates and as arrived at on the basis of stipulations in clause 2.7. above.
- 2.8.2 The Bidder will be liable to pay all the taxes, duties, cess, statutory charges as applicable under law for the time being.
- 2.8.3 The Bidder shall issue a valid receipt to the vehicle owner for the amount received.

2.9 BID VALIDITY

2.9.1 Bid shall remain valid for a period not less than 60 days after the deadline for bid submission.

- 2.9.2 Bids, which are valid for a shorter period than that required by the Government shall be treated as non-responsive and rejected.
- 2.9.3 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.

2.10 Earnest Money Deposit

- 2.10.1 The Bidder shall furnish, as part of his bid, an EMD for the amount as mentioned in the "Invitation for Bids" for this particular project in the form as per Sub. Clause 2.3
- 2.10.2 Any Bid not accompanied by an acceptable EMD as per <u>clause 2.3.2</u> shall be rejected by the Government as non-responsive.
- 2.10.3 The EMD of unsuccessful bidders will be released as promptly as possible but not before the successful bidder has entered into an agreement with the Government. No interest whatsoever is payable to the bidder by the Government on EMD.
- 2.10.4 The EMD of successful bidder will be released without interest when the bidder has furnished the required Security Deposit and signed the agreement.
- 2.10.5 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 he fails within the specified time limit,
 - (i) to furnish the required Security Deposit, and
 - (ii) to sign the Agreement.

2.11 ALTERNATIVE PROPOSALS BY BIDDERS

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

2.12 **SIGNING OF THE BID**

2.12.1 The original bid shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid and where entries or amendments have been made shall be initialed by the person or persons signing the bid. Photocopies duly attested are acceptable.

- 2.12.2 The bid shall ordinary contain no alterations 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.
- 2.12.3 All witness and sureties shall be persons of status and probity and their full names, occupations and address shall be provided below their signatures . All signatures shall be dated.

2.13 SEALING AND MARKING OF THE BID

2.13.1	The	bidder	shall p	prepare	three	separate	envelopes	duly	sealed	and	shall	be	marked	with	the	following
	info	rmation	l .													
	a)	Bid	for the	Project	of											

a)	Did for the Froject of	
	:	
b)	Envelope No. 1 (Prequalification Bid)	:
c)	Envelope No.2 (Technical Bid)	:
d)	Envelope No.3 (Financial Bid)	:
e)	Addressed to	:
f)	Name of the Bidder	:

- 2.13.2 All the three envelopes nos.1,2&3 shall be put together in one common cover and sealed. This sealed cover shall be marked on the Left Hand Top Corner "BID FOR PROJECT OF HIGH SECURITY REGISTRATION PLATES" Full name and address of the bidder and the addressee with due date of opening shall also be written.
- 2.13.3 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 determent to the bidder.
- 2.13.4 The samples of the plates shall be submitted separately in a sealed cover. All the samples should be marked with indelible ink on the rear of the plates with the name of the bidder and the **cover marked** with following information:
 - a) Bid for the Project of -----.
 - b) Envelope marked as "SAMPLES"
 - c) Address to -----.
 - d) Name of Bidder -----

2.14 <u>DEADLINE FOR SUBMISSION OF THE BIDS</u>

- 2.14.1 The bids must be submitted at the address specified not later than **3.00 PM on 20th January, 2012.** In the event of the specified date for the submission on bids being declared a holiday, for any reason, the bids will be received upto the appointed time on the next working day.
- 2.14.2 The Government reserves the right to extend the deadline for submission of the bid.

2.15. LATE BIDS

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

2.16. REVELATION OF PRICES

- 2.16.1 Prices in any form or by any reason, should not be revealed either in the Technical Bid or before the opening of the Financial Bid, failing which the offer shall be liable to be rejected.
- 2.16.2 In the event price change is envisaged due to technical clarification, revised Financial Bid from all the qualified bidders in separate sealed cover will be accepted with prior written permission of the department. Such sealed covers should be superscribed "Revised Financial Bid".

2.17 MODIFICATION OF BIDS

- 2.17.1 No bid will be allowed to be modified or replaced after the deadline for submission of the bids.
- 2.17.2 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.

2.18 LOCAL CONDITIONS

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

2.19 ADDRESS FOR CORRESPONDENCE

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

2.20 OPENING OF BIDS AND EVALUATION

On the date specified in the Notice, following procedure shall be adopted for the opening of the bids.

2.20.1 ENVELOPE NO.1 (PRE-OUALIFICATION BID)

- **2.20.1.1** After satisfying the receipt of fees of Bid document (Rs.10,000/- plus VAT @5%) and EMD of Rs.50,00,000/-, the bid will be opened on the same day of submission at 4.00 P.M. in the presence of the bidders who wish to be present at the time of opening, to verify its contents as per the requirements.
- 2.20.1.2 It is imperative for all the bidders to furnish all the documents and evidences as per Clause 2.3.1 to 2.3.19 for evaluation. The Bid will be processed only on finding place the "Type Approval Certificate" as required under Clause 1.5.7. If the various documents contained in this envelope do not meet the requirements, a note accordingly will be so recorded by the bid opening authority and the remaining envelopes shall not be considered for further action.
- **2.20.1.3** Experience Certificate, minimum Net-worth and minimum Turnover shall be evaluated as per Annexure XI. To fulfill this condition, the bidder should secure at least 3 marks. Only on satisfaction of this condition and other conditions under Clauses 1.5.1. to 1.5.9, the bidder will qualify.

However, the Transport Department reserves the right to ask for the missing/incomplete information. The Transport Commissioner shall post qualify the bidders on the basis of evaluation of the information's contained in their envelopes no.1.

2.20.2 ENVELOPE NO.2 (TECHNICAL BID)

After Post Qualification mentioned in <u>sub-clause 2.20.1</u>, necessary intimation will be sent only to the qualified bidders. The envelope No.2 and the cover containing the sample number plate will be opened for evaluation in the presence of the bidders who have responded for the said intimation.

The contents of envelope no.2 will be evaluated strictly in accordance with the requirements of the bid documents and no missing/incomplete information will be asked/accepted during evaluation of the technical bid i.e. Envelope No.2.

2.20.3 ENVELOPE NO.3 (FINANCIAL BID)

After Post Qualification mentioned in <u>sub-clause 2.20.2</u>, necessary intimation will be sent only to the qualified bidders. The envelope No.3 will be opened for evaluation in the presence of the bidders who have responded for the said intimation.

The financial bid shall be read out to the Bidders present at the time of opening.

2.21 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 the bidder to influence the Government's processing of bids or award decisions may result in the rejection of his bid.

2.22. PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 2.22.1 Prior to the detailed evaluation of bids, the Government will determine whether each bid
 - (i) has been properly signed;
 - (ii) is accompanied by the required securities; and
 - (iii) is substantially responsive to the requirements of the bidding document.
- 2.22.2 For the purpose of bid evaluation, a substantially responsive bid is one, which conforms to all the terms, conditions and specifications 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, the Government's rights or the bidder's obligations under the contract or is inconsistent with the bidding document; or
 - (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 2.22.3 If a bid is not substantially responsive, it will be rejected by the Government , and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.23 <u>CRITERIA FOR EVALUATION OF BIDS</u>

2.23.1 Post Qualification will be carried out on the basis of the sample and the information supplied by the bidders in Envelopes Nos. 1 & 2 as asked for and/or independent enquiry by the Government. The post qualification will be carried out as per the Pre-qualification criteria in <u>Clause 1.5</u> (Eligible Bidders)

2.24 <u>CORRECTION OF ERRORS</u>

- 2.24.1 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.
- 2.24.2 The rates stated in the bid will be adjusted in accordance with the procedure as per <u>Sub-clause 2.24.1</u> 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.

2.25 CURRENCY FOR BID EVALUATION

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

2.26. EVALUATION AND COMPARISON OF BIDS

- 2.26.1 A Committee appointed by the Government will evaluate and compare bids determined to be substantially responsive only.
- 2.26.2 In evaluation of the bids, the Committee will determine for each bid the Evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to <u>Clause 2.24</u>

2.27 CRITERIA FOR AWARD OF CONTRACT

Subject to Clause 2.28, the Government will award the Contract 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 calculated as follows:

From all Items at S. Nos. 1 to 5

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

100

The sum total in Column no.6 shall only be considered in order 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.

After notifying the successful bidder, the successful bidder shall intimate the Department of his acceptance of the offer in writing. In case the lowest bidder does not accept the offer, the same shall be passed on to the next lowest bidder till the completion of the process. In no case the contract shall be split to more than one party.

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

- 2.28.1 The decision of the Transport Commissioner on behalf of Government regarding the evaluation, qualification, opening and award of the bid shall be final and binding on all the bidders.
- 2.28.2 The Transport Commissioner on behalf of Government reserves the right to reject any or all offers received from the bidders without assigning any reasons therefor.

2.29 NOTIFICATION OF AWARD

- 2.29.1 The Bidder whose bid has been accepted will be notified of the award by the Government prior to expiry of the bid a validity period by facsimile and confirmed by registered letter called the "Letter of Acceptance".
- 2.29.2 The notification of award will constitute the formation of Contract, subject only to furnishing of a security deposit in accordance with the provisions.

2.30 SECURITY DEPOSIT

- 2.30.1 Within 15 days of receipt of the letter of acceptance, the <u>successful bidder shall furnish a</u> <u>Security Deposit</u> in the form the Bank Guarantee for an amount of <u>Rs.1.00 Crore.</u> The Bank Guarantee would be from one of the Nationalized Banks, duly reconfirmed by the said bank. The Bank Guarantee, valid for seven years, would be required to be submitted before signing of the Agreement.
- 2.30.2 Failure of the successful bidder to deliver the performance security within 15 days from the date of receipt of the Letter of Acceptance(LOA) shall lead to cancellation of the award and forfeiture of the EMD.
- 2.30.3 The Security Deposit/Bank Guarantee will be released to the bidder **after completion of the period of contract** <u>without interest</u>, upon satisfaction and production of certificates as per the bid conditions.

2.31 SIGNING OF AGREEMENT

- 2.31.1 At the time the Government notifies to the successful bidder that his bid has been accepted, he will be directed to remain present in the Office of the Transport Commissioner on a date determined for signing the formal agreement between the parties as may be specified by the Government. The signing of the agreement shall take place only after furnishing of Security Deposit by the bidder as per Clause 2.30.
- 2.31.2 The agreement will be signed by the authorised person, who has signed the bid documents.
- 2.31.3 Upon furnishing of the Security Deposit by the successful bidder, the Transport Commissioner will promptly notify the other bidders that their bids have not been accepted and will return their EMD.

2.32 CORRUPT OR FRAUDULENT PRACTICES

- 2.32.1 The Government requires that all the bidders should observe the highest standard of ethics. In pursuant to this policy,
 - (a) The Government defines, for the purpose of this provision, the terms set forth as follows:
 - (i) "Corrupt Practice" means behaviors on the part 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 includes the offering , giving, receiving, or soliciting of anything of value.
 - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence an evaluation process or execution to the determent 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) the Government will reject a proposal for award if it determines that the bidder recommended for award has been engaging in corrupt or fraudulent practices in competing for the contract in question.
 - (c) the Government will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has been engaging in corrupt or fraudulent practices in competing for, or in executing this project.

2.33 Indemnity Clause

The bidder alone will be responsible for all the concequences of issuing any wrong 'High Security Registration Plate' or stolen High Security Registration Plate and if any legal or financial liability arises due to the above, in no case the Registering Authority/Transport Commissioner will be responsible for the same.

SECTION - III

SCOPE OF WORK

3.1 Registration of Motor Vehicle

The registration of Motor Vehicles is documented in the Union territory of Puducherry by Registering Authorities at four Regions viz., **Puducherry, Karaikal, Mahe and Yanam** respectively. All newly registered vehicles will be issued with the High Security Registration Plates. Additionally the existing vehicles will also be covered with fitment of the High Security Registration Plate within two years from the above date.

It will be binding on the approved bidder to provide the services

- a) within 15 days of notice by Transport Commissioner for commencement of new offices, if any, during the period of contract, and
- b) within 7 days of notice in case a Registering Authority declares any new place as place for registration. (i.e. Registration premises may be other than the premises owned/hired/leased by Registering Authority.)

3.2 Manufacture of Registration plate

- a) The approved Bidder will have to manufacture the Registration Plates as per the specifications laid down in the Notifications (Annexure XVIII to XXI) and carry out the finishing process for each High Security Registration Plates according to individual numbers and alphabets as allotted by each individual Registering Authority. The numbers and alphabets of each vehicle shall vary individually. The approved Bidder shall detail a plan to appoint individual embossing stations in or/in proximity of the Registering Authority to ensure proper and easy availability of the High Security Registration Plates.
- b) The Registration Plates and the 3rd Registration plate sticker will be affixed in the premises of the Registering Authority only by the representative of the approved Bidder and the old plates removed from the existing vehicles shall be deposited with the Registering Authority in that place.
- c) The Bidder shall clear weekly/fortnightly/monthly 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 make a declaration in writing that each lot so collected by the Bidder has been destroyed at his own risk and cost. Destruction and disposal of old number plates shall be so done as not to cause any environmental risks and all guidelines of the Government with regard to environmental consideration shall be followed.

3.3 Time limit for affixation

The time availability for affixing of High Security Registration Plates to vehicle will be within 2 (two) working days of receipt of documentary evidence (in the form of copy of Form 20, or in any other order form as prescribed by Transport Commissioner, wherein the registration mark has been duly assigned) from Registering Authority locations.

3.4 Embossing and affixing

The High Security Registration Plate will be embossed and affixing to the vehicle as per the process laid down in the said notification only upon the receipt of authentic documentary evidence from the Registering Authority. No High Security Registration Plates or 3rd Registration Plate or Snap Lock will be issued to anybody without proper authentication and any incident of this nature would directly lead to termination of this contract.

3.5 Existing Vehicle

On existing registered vehicles also the High Security Registration Plates will be individually embossed and affixed only upon receipt of the authentication document from the Registering Authority. However, approved Bidder shall ensure that the old number /Registration plates will be collected back and duly destroyed as per the norms indicated in his proposal.

3.6 Replacement of Registration Plate

In case any vehicle already provided with a High Security Registration plate needs to be replaced with, either or both of the Registration plates or the 3rd Registration Plate sticker, these replacements shall be done by charging the proportionate cost of each such number plate to the vehicle owner, only upon receipt of documentary evidence by the Registering Authority.

3.7 Maintenance of Manufacturing unit

Bidder should maintain his manufacturing unit/units well in order and in no case the supply be obstructed because of this reason.

3.8 <u>Electricity generators</u>

Bidder should maintain back up generators so that the supply may not be affected because of electricity failure.

3.9 Right type of Registration Plate, Responsibility of bidder

Providing the right type of High Security Registration Plate and fixing to the vehicle shall be the sole responsibility of the Bidder. The Transport Department shall hold the bidder responsible for any failures.

3.10 Provision of space in the premises of Registering Authority

The department will provide adequate space required (subject to availability) in the premises of Registering Authority for fixing of High Security Registration Plate, at the request of the Bidder. No rentals or lease money will be recovered from the bidder in this regard. The space provided to the 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 of this scheme. Immediately on the termination of the bidders contract, the said premises will be vacated by him, 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 Central Government or the Union territory Government or their nominated/delegated authority jointly with any other Government agencies/authorities including certifying authorities reserve the right to inspect, supervise and assess, all the equipments installed at the premises of the qualified Bidder to ensure the effectiveness of the manufacturing base in terms of declaration sought vide clause 1.5.4 above by the way of surprise check, if any malfunctioning or deficient operation is reported and if the 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 right to inspect the embossing stations and other infrastructural arrangements of the representatives of the bidders under his jurisdiction at any time. In the event of any irregularity, the Registering Authority can take an appropriate action as specified in <u>clause 4.16</u> of the Bid document against the bidder.
- 3.11.3 The Transport Department will have the right to appoint independent Auditors to have the books., premises and operations examined at intervals of not shorter than a year at the cost of the bidder.

SECTION - IV

TERMS AND CONDITIONS

4.1 PERIOD OF CONTRACT

The Contract will be for a **period of five years** commencing from the date of signing of the contract. A detailed agreement shall be entered into between the successful bidder and the Government of Puducherry for a period of **five years** and Government shall ensure that no second bidder will be approved during the currency of the contract in the Union territory except in case of termination of the contract.

4.2 RATES OF HIGH SECURITY REGISTRATION PLATE

- 4.2.1 The bidder shall sell the High Security Registration Plates to the vehicle owners, against authority letter form the Registering Authority for issuing of Security Registration Plates at the prevailing rates as approved in the contractor plus the local sales tax as applicable in the Union territory.
- 4.2.2 The bidders are to quote their prices in Indian rupees only. The rates quoted shall hold good for the 5 years contract period.
- 4.2.3 The prevailing approved rates shall be displayed by the bidder at all its embossing stations duly signed by the respective Registering Authorities.

4.3 ROYALTY

The successful bidder shall pay, on monthly basis to the Government as Royalty, a sum equivalent to 5% of the amount collected on sale of High Security Registration Plates form Vehicle Owners. The detailed list will have to be maintained by the authorized bidder on each REGISTERING AUTHORITY basis and submitted along with the deposit of Royalty Fee. This Royalty Fee shall be applicable at the retail prices as per the agreement.

4.4 REPORTS

- 4.4.1 The following reports will be submitted by the approval bidder in the format enclosed.
 - a) Daily Compliance Report to each Registering Authority as per <u>Annexure I</u>
 - b) Monthly Compliance Report to the Transport Department as per the Format at \ Annexure II
- 4.4.2 Further, the approved bidder will be supported by enterprise resource planning and management system 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 Transport Commissioner whenever required. The detailed networking plan shall be provided along with <u>clause 2.3.5</u>

One network connectivity terminal (Centralized for the entire state) would be provided by the bidder, free of cost, to the Transport Department, with access code at designated place to enable the department to access the information of the Union territory.

Bidder will upgrade the necessary data and supply it to Registering Authority as per direction from Transport Commissioner from time to time.

Bidder should use only Legal Licence Versions of operating system.

4.5 TRAINING

The successful bidder shall undertake to 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 Government.

4.6 DETAILS TO BE CONFIDENTIAL

Confidentiality of the process and system including the security features of the High Security Registration Plates is very important, which has to be maintained, and any divulgence will have a serious penal and legal action including action under Clause 4.16 and the 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 pervious consent in writing of the Transport Commissioner. 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 Transport Commissioner whose decision shall be final.

The bidder or his representative should neither disclose the data of vehicles nor sell the data or use it for commercial exploitation or research work without the written permission of the Transport Commissioner.

4.7 TRANSFER OF RIGHTS

The bidder shall not transfer the contract to anybody except with the prior permission of the Transport Commissioner.

4.8 <u>LANGUAGE OF LAW</u>

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

4.9 <u>DECISIONS</u>

Except where otherwise specifically stated, the Transport Commissioner will decide the Contractual matters between the Government and the Bidder.

4.10 NOTICE

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

4.11 <u>COMMUNICATION</u>

Communication between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is served.

4.12 ACCESS TO THE PREMISES

The Bidder shall allow the Transport Commissioner and any person so authorised by the Commissioner access to the premises of embossing stations under his jurisdiction.

4.13 <u>INSTRUCTIONS</u>

- 4.13.1 The Bidder shall carry out all instructions of Transport Commissioner/his authorised representative, which comply with the laws applicable at places where the embossing stations are located.
- 4.13.2 The Bidder shall permit the Transport Commissioner/his authorized representative to inspect the bidder's account and records relating to the fabrication and finishing of High Security Registration Plates at the embossing stations.

4.14 <u>DELAYS IN THE PERFORMANCE</u>

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

- 4.14.2 A delay by the bidder in the performance of its contractual obligations shall render the Bidder liable to any or all of the following sanctions:
 - i) Forfeiture of its security deposit,
 - ii) Imposition of Liquidated Damages: and /or
 - iii) Termination of the Contract for default.
- 4.14.3 If at any time during performance of the contract, the bidder should encounter difficulties impeding timely completion of the services under the contract and performance of services, the Bidder shall promptly notify the department in writing of the fact of the delay, is likely duration and its causes. As soon as practicable, after receipt of the bidder's notice, the department shall evaluate the situation and may at its discretion extend the time for performance in which case the extension shall be ratified by the parties by amendment to Contract.

4.15 <u>LIQUIDATED DAMAGES</u>

4.15.1 In the event of failure of the Bidder to secure acceptance by the department, before the commencement date as prescribed by the Department and if the department determines that the delay in attributable to the bitter, reserves the option to recover from the 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.3000/- (Rupees Three thousand only) for each working day of the failure of the bidder, up to a maximum of Rs.3,00,000 (Rupees three lakhs only) to secure acceptance or part thereof, without prejudice to other remedies under the contract.

4.16 TERMINATION OF THE CONTRACT

The Government will have the right to cancel the contract if the bidder commits breach of any or all conditions of the contract. Breach of Contract include, but not limited to, the following:

- a) The Schedule of implementation of the scheme is not being adhered to.
- b) The bidder stops work and such stoppage has not been authorised by the Transport Commissioner.
- c) The bidder has become bankrupt or goes into liquidation other than for a registration plate manufacturing or amalgamation,
- d) The Government gives notice to correct a particular defect/irregularity and the bidder fails to correct such defect/irregularity within a reasonable period of time determined by the Government.
- e) The bidder fails to make the supplies as per the requirement of the department and as per the approved format,
- f) The bidder knowingly and directly involves in distribution of duplicate High Security Registration Plates and / or is leaking the security features,

g) The bidder fails to submit valid "Conformity of Production Certificate" periodically as per the guidelines of the approved Test Agency, to the Transport Department.

Because of breach of contract by the bidder for any of the above reasons, the Government shall have the right to terminate the contract and forfeit the performance security and shall have the right to supersede and take over the entire infrastructure and to operate on "as is where is basis" at the risk cost of the bidder.

4.17 FORCE MAJEURE

- 4.17.1 Not withstanding the provision of Clause 4.14,4.15 and 4.16, the Bidder shall not be liable for forfeiture of its security deposit, 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.
- 4.17.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving any fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the department either in its sovereign or contractual capacity, war or revolution, fire, flood, epidemics, quarantine restrictions and freight embargoes. But does not include failure of electricity or printing system as a cause beyond control.
- 4.17.3 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 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 of the bidder, if as a result of Force Majeure the Bidder is unable to perform a material portion of the services for a period of more than 60 days.

4.18 **ARBITRATION**

- 4.18.1 The Department and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 4.18.2 If after 30 days from the commencement of such direct informal negotiations, the department and the bidders have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the bid conditions.
- 4.18.3 In case of a dispute or difference between the Department and the Bidder relating to any matter arising out of or connected with the Contract, such dispute or difference 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 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.

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

- 4.18.5 The venue of the arbitration shall be Puducherry where the Contract is concluded.
- 4.18.6 The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Bidder, if the Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to the bid conditions. If the successful bidder does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Government that the final bill is ready for payment, the claim of the bidder shall be deemed to be waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims. If any fees are payable to the arbitrator these shall be paid equally by both the parties.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including fees, if any, of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid to fix or settle the amount of costs to be so paid.

4.19 PASSING OF PROPERTY:

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

4.20 "NO CLAIM" CERTIFICATE

4.20.1 The Bidder shall not be entitled to make any claim, whatsoever, against the Department under or by virtue of or arising out of, this Contract, nor shall the department entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favour of the Department in such forms as shall be required by the Department after the works are finally accepted.

4.21 <u>SUSPENSION</u>

The Department may, by a written notice of suspension to the Bidder, suspend the Contract for such period, has the Transport Commissioner may deem fit, in any case, not exceeding a maximum of 15 days, for any failure on the part of the Bidder to perform any of the obligations specified in Section-III from paragraph 3.1 to 3.11.3;

- i) specifying the nature of the failure and
- ii) requesting the Bidder to remedy such failure within a specified period from the Date of receipt of such notice of suspension by the Bidder.

4.22 <u>CESSATION OF RIGHTS AND OBLIGATIONS</u>:

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 of such parties 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 forth and (iii) any right which a party may have under the applicable law.

4.23 <u>CESSATION OF SERVICES UPON TERMINATION</u>

Upon termination of the Contract pursuant to any of the Paras 4.14.4.16, 4.17 and 4.21 above, the bidder shall, immediately upon dispatch or receipt of such notice, like all necessary steps to bring the services to a close in a prompt and orderly manner.

4.24 <u>COMPLETION OF CONTRACT</u>

Unless terminated earlier, pursuant to Paras 4.14, 4.16, 4.17 and 4.21, the contract shall terminate on the completion of 5 Years.

4.25 RENEWAL OF CONTRACT

- 4.25.1 The Bidder and the Department may renew the Contract for a further period as may be mutually decided in the terms and conditions which may be negotiated.
- 4.25.2 The negotiations for the renewal shall commence not less than 2 months before the expiry of the contract.

4.26 <u>RELEASE OF SECURITY DEPOSIT</u>

After successful completion of the period of Contract, the bidder will be entitled to release the Security Deposit without interest as per Clause 2.30.3 on production of **No Objection Certificate** from all the Registering Authorities.

SECTION - V

SIZE AND TECHNICAL SPECIFICATIONS

OF

THE HIGH SECURITY REGISTRATION PLATES

The size and Technical Specification of the High Security Registration Plates shall be as per the G.S.R.No.221 (E) dated 28.03.2001 and SO 814 (E) dated 22.08.2001 and SO 1041(E) dated 16.10.2001 notified in the Gazette of India. (Notifications are attached:- Annexures No. XVIII, XIX, XX, XXI).

SECTION-VI

FINANCIAL BID FORM-I

HIGH SECURITY REGISTRATION PLATE SCHEME

- 1. NAME OF THE FIRM:
- 2. ADDRESS:

3.TENDERED PRICE:

Sl. No.	Item (2)	Weight attached	Unit (4)	Rate in figures and in words	Total (3 x 5) 100
		` ′	` '	(5)	(6)
1.	Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – scooters, mopeds and Motorcycles	87.60%	Set		
2	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plates and fixing for 3 wheelers (passenger & goods) and invalid carriages	0.23%	Set		
3.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles / Passenger Cars	9.81%	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	2.36%	Set		
5.	Total No. of Vehicles (in ratios)	100%			
6.	Sum Total amount			Rs.	

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

NOTE:

- 1. The above prices chargeable from vehicle owners and are for providing and fixing High Security Plate on the vehicles.
- 2. The price is inclusive of all taxes and levies, but <u>exclusive of local sales tax</u>, which may be charged extra.
- 3. The rates at item 1-5 will be increased / decreased pro-rate in the same ration with every 10% increase / decrease of rate of exchange of US Dollar
- **4.** Weights attached have been arrived at by the department on the basis of % of type of vehicle in the aggregate registered total no. of vehicles approximate in the Union territory of Puducherry as on 31.03.2007.

Authorized Signatory (Bidder)

FINANCIAL BID FORM-II

SECURITY REGISTRATION PLATE SCHEME

PROVISION FOR SUPPLY OF INDIVIDUAL ITEMS AS REPLACEMENT

1. NAME OF THE FIRM:

2. ADDRESS :

3. TENDERED PRICE

Sl. No.	Item	Unit	inclusive of	t for providing, fixing all taxes exclusive of al sales tax
			In Figures	in words
(1)	(2)	(3)	(4)	(5)
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	Pc		
	printing			
6	Snap Locks	Pair		

NOTE:

- 1. The bidder should quote separate rate for each size of plate to cater replacement market.
- 2. The above prices are chargeable from vehicle owners and are for providing and fixing High Security Registration Plate on the vehicles.
- 3. The price is inclusive of all taxes and levies including service tax, if any.
- 4. Local sales tax, which may be charged extra.

In general, I agree with the terms and conditions of the bid document. However specific agreement will be signed upon award of the contract.

Authorized Signatory (Bidder)

SECTION-VII

ANNEXURES

ANNEXURE-I

(Clause 4.4.1)

Daily Compliance Report from Embossing Stations to the Registering Authority

Date: __/__/___

1	ON IS	
	5110.	
2	Application No.	√o.
3	Vehicle Type	e
4	Owner's Name	
5	ഗVehicle Registration Number	Number
6	Front	Laser Identifi
)	Rear	cation No.
7	Front	טבאט מים
7	Rear	NF SIZE
8	3 rd RP Y/N	
9	Yellow	Color Backgr
	White	onnd
10	Remarks	

	/sd/																						
(.																						.))

ANNEXURE-II

(Clause 4.4.1)

Monthly Compliance Report From the Approved Bidder to the Transport Department

Month:	
--------	--

Registering	Application	n Received	RP Su	pplied	Back log	Remarks
Authority	New Registration	Existing	New Registration	Existing	(if any)	Remarks
1						
2						
3						
4						

/sd/																						
	(.																					•

ANNEXURE-III

(Clause 2.3.1)

Letter of Application

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

	, , , , , , , , , , , , , , , , , , ,
_	Date://
Γ0 The Trans	port Commissioner
	at of Transport
Puducher	•
Dof: Supr	y of High Security Registration Plates in Union territory of Puducherry.
Ker. Supp	y of Fight Security Registration Flates in Onion territory of Fuductiony.
Sir,	
1.	Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby applies for pre-qualification to bid on the contract on implementation of High Security Registration Plate Project.
2.	Attached to this letter are certified copies of original documents defining(*): (a) Bidder's legal status;(b) Principal place of Business;

(*) For applications by joint ventures, all the information requested in the pre-qualification document is to be provided for the joint venture, if it already exists, and for each party to the joint venture separately. The major partner should be clearly identified. Each partner in the joint venture shall sign the letter.

(c) Place of Incorporation (for Bidders who are partnerships or individually owned firms); and

(d) Authority letter(s) for signatory(ies)

- 3. 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.
- 4. The Transport Department and its authorized representatives may contact 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 inquires								
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 ventures should provide on a separate sheet similar information for each party to the application.
- 5. This application is made in the full understanding that:
 - (a) Bids by pre-qualified Bidders will be subject to verification of all information submitted for Prequalification at the time of bidding;
 - (b) The transport Department reserves the right to:
 - 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
 - reject or accept any application, cancel the pre-qualification process, and reject all applications;
 - (c) The Transport Department shall not be liable for any such actions under 5 (b) above.
- 6. Appended to this application, we give details of the participation of each party, including capital contribution and profit / loss agreements, to the joint venture or association. 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.
- 7. We confirm that if we bid, that bid, as well as any resulting contract, will be:
 - (a) Signed so as to legally bind all partners, jointly and severally; and
 - (b) Submitted with a joint venture agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.

8.	The undersigned declare that the statements made and the information provided in the duly completed
	application are complete, true and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Bidder or partner	For and on behalf of (name of partner)
in charge of a joint venture)	
Signed	Signed
Name	Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)
Signed	Signed
Name	Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)

ANNEXURE-IV (Clause 2.3.1)

General Information

All individual Bidders and each partner of a joint venture applying for pre-qualification are requested to complete the information in this form. Nationality information to be provided for all owners or Bidder who are partnerships or individually owned firms.

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

Nat	ionality of Directors / Owners (*)	
	Name	Nationality
1		
2		
3		

(*) To be completed by all owners of partnerships or individually owned firms.

/sd/ (Authorised signatory) (Date)

Structure and Organization

1.	The Bidder is
	 (a) an individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation (e) a group of firms / joint venture (If yes, give complete information in respect of each partner)
2.	Attach the Organization Chart showing the structure of the organization including the name of the Directors and position of Directors
3.	No. of years of experience:
	(a) as a Prime Manufacturer (Manufacturer shouldering major responsibility)
	i) in own countryii) other countries (specify country)
	(b) in a Joint Venture
	i) in own country ii) other countries (specify country)
4.	For how many years has your organization been in business of similar works? What were your fields of business venture when your organization was established? Whether any new fields were added in your organization? and if so, when?
5.	In which fields of High Security Registration Plate System do you claim specialization and interest
6.	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)

Give details	s of your experience in using decentral	ized
_	Plate manufacturing equipment rol systems that you would adopt.	and
	of your experience in manufacturing / suptration Plate. (include your method staten	
	of your experience in snap lock system Plates (include your method statement	

/sd/ (Authorised signatory) (Date)

Details of Participation in the Joint Venture

[Indicate responsibility and extent of participation in respect of finance, planning, Registration Plate manufacturing equipment, key personnel and execution of the work of the partners of the joint venture]

Participation Details	Firm A	Firm B	Firm C
Financial			
Planning			
Registration Plate manufacturing equipment			
Key personnel			
Execution of Work (Give details on contribution of each)			

/sd/ (Authorised Signatory) (Date)

Date

Personnel Capabilities

UNDERTAKING

I, the	undersigned do	hereby undertak	ke that our	firm M/s _		sha	all make provisio	n for
suitabl	qualified perso	nnel to fill the ke	ey positions	s as required of	during co	ntract implement	ation. I also und	ertake
to	provide	personnel	for	the	key	positions	specified	in
Annex	<u>ure-VIII</u> satisfyii	ng the qualificati	on and expe	erience requir	ements.			
					~			
					Signed	by an Authorize	ed Officer of the E	Bidder
							Title of C	AFE: a a se
							Title of C	nncer
							Name of E	Piddar
							Name of I	nuuci

LIST OF KEY PERSONNEL REQUIRED TO BE DEPLOYED ON THE CONTRACT WORK

Sl. No.	Personnel	Qualification and Experience
1	Project Manager	
2	Planning & Monitoring	
3	Manager for State Logistics	
4	Embossing Station Incharge*	
5	Embossing Technicians*	
6	IT & network Incharge*	
7	Fitment engineer**	

^{*}

For each Embossing Station For each Registering Authority **

General Experience Record

Name of Bidder or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied shall be the annual turnover of the Bidder (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed.

Use a separate sheet for each partner of a joint venture

Bidder should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

A. Annual Turnover Data (From all sources)

	Financial Year	Turnover
1.	2008-2009	
2.	2009-2010	
3.	2010-2011	

Note: In case of turnovers in foreign currency, the figures are to be given in US \$.

APPLICATION FORM (2A)

Joint Venture Summary

A. Annual Turr	nover Data (From all Source	all partners of a joint ven	ture)	
Partner	Year 1 (2010-2011)	Year 2 (2009-2010)	Year 3 (2008-2009)	7
1. Partner (A)				-
2. Partner (B)				_
3. Partner (C)				-
TOTAL				-
Name, address and	Contact Number (Telephone	e and Fax) of Bankers to	the Joint Venture:	
Venture. Attach a l down responsibility	nancial responsibility and p Memorandum of Understand regarding work and financi tructions to Bidders)	ling for the Proposed agr	eement of Joint Venture v	vhich should la

50

Note: In case of turnovers in foreign currency, the figures are to be given in US \$.

ANNEXURE-XI (Clause 1.5.3, 1.5.5. & 1.5.6.)

Eligibility for consideration

Name of the Bidder / JV:	
Name of Countries where the bidde	er / partner in Joint Venture has worked / working:

Sl. No.	Clause No.	Details	Certificate produced Yes / No	*Marks Obtained (To be entered by the Department)
(1)	(2)	(3)	(4)	(5)
1	1.5.3	Experience Certificate		
2	1.5.5	Minimum Networth of Rs.50 crores		
3	1.5.6	Minimum Turnover of Rs.12 crores		
		Maximum Marks		

^{*} If yes – 1 mark If No - 0 mark

Signature of the Vendor

Transport Commissioner

AFFIDAVIT*

(In case of Joint Venture to be given separately by each partner)

1.	I, the undersigned, do hereby solemnly affirm that all the statements made in the required attachments are true and correct.
2.	The undersigned also hereby certifies that neither our firm M/s not any of its constituent partners 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 the last five years prior to the date of this application. (If yes, specify reasons for the same)
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.
	Signed by an Authorized Officer of the Bidder
	Title of Officer
	Name of Bidder
	Date

^{*} To be given on Non-judicial Stamp Paper duly attested by authorized notary.

ANNEXURE-XIII (Clause 1.3.3, 2.3.1 & 2.5.2)

UNDERTAKING

Signed by an Authorized Officer of the Bidder
Title of Officer
Name of Bidder

Current Contract commitments / works in progress in India

Name of the Bidder	
--------------------	--

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.

SI. 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 of outstanding work	Estimated completion date
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6 Etc.						

The Bidder shall provide evidence to substantiate the adequacy of the sources of manufacturing capacity to meet the Bidder's supply requirements on the above contracts.

Annexure XV

List of Registering Authorities in Union Territory of Puducherry along with Address

Puducherry	Office of the Transport Commissioner – cum – Registering Authority, 100 Feet Road, Uzhandaikeerapalayam, Puducherry
Karaikal	Office of the Registering Authority – cum – Regional Administrator, Karaikal (Near Nagapattinam-RTO in Tamil Nadu State)
Mahe	Office of the Registering Authority – cum – Regional Administrator, Mahe (Near Tellicherry in Kerala State)
Yanam	Office of the Registering Authority – cum – Regional Administrator, Yanam. (Near Kakinada in Andra Pradesh State)

TRANSPORT DEPARTMENT Total No Of Vehicles Registered for the year - 2008- -2009.

	Puducherry U.T.	2008-09				
SI.	Type of vehicles	Motor \	/ehicles Re	egistered	I31-3-20	09.
No.	Type of vehicles	Pondicherry	Karaikal	Mahe	Yanam	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Α	Transport Vehicles					
I	Multiaxled Articulated vehicles	8	2	0	0	10
П	Trucks & Lorries	16	0	22	1	39
Ш	Light Motor Vehicles(Goods)					
	a. Four Wheelers	495	15	4	0	514
	b. Three Wheelers	3	7	8	2	20
	c. Medium Goods Vehicles	13	0	0	0	13
	Total(a+b+c)	511	22	12	2	547
IV	Buses					
	a. Stage Carriages	11	4	0	0	15
	b. Contract Carriages	4	5	2	0	11
	c. Private Sevice Vehicles	26	6	1	1	34
	d. Other Buses	23	3	0	0	26
	Total(a+b+c+d)	64	18	3	1	86
V	Taxies					
	a. Motor Cab	0	0	0	0	0
	b. Maxi Cab	4	7	0	0	11
	c. Other Taxies	40	0	0	0	40
	Total(a+b+c)	44	7	0	0	51
VI	Light Motor Vehicles(Passenger)					
	a. Three Seaters	13	4	0	0	17
	b. Four to Six Seaters	4	2	0	0	6
	Total(a+b)	17	6	0	0	23
	Total - A	660	55	37	4	756
В	Non - Transport Vehicles					
I	Two Wheelers	42201	6296	289	187	48973
Ш	Invalid Carriages	3	0	0	0	3
Ш	Cars	3777	255	251	33	4316
IV	Jeeps	0	0	1	0	1
٧	Vans	6	1	0	0	7
VI	Omni Buses	64	0	0	0	64
VII	Tractors	76	11	0	1	88
VIII	Trailors	7	6	0	7	20
IX	Others	10	4	1	0	15
	Total - B	46144	6573	542	228	53487
	Grand Total (A+B)	46804	6628	579	232	54243

TRANSPORT DEPARTMENT Total No Of Vehicles Registered for the year - 2009- -2010.

	Puducherry U.T.	2009-10				
SI.	_	Motor \			l31-3-20	10.
No.	Type of vehicles	Pondicherry	Karaikal	Mahe	Yanam	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
À	Transport Vehicles	. ,	` ′	` ′	` ′	` '
I	Multiaxled Articulated vehicles	5	5	0	0	10
П	Trucks & Lorries	14	26	24	0	64
Ш	Light Motor Vehicles(Goods)					
	a. Four Wheelers	640	122	8	0	770
	b. Three Wheelers	6	0	11	0	17
	c. Medium Goods Vehicles	20	3	0	0	23
	Total(a+b+c)	666	125	19	0	810
IV	Buses					
	a. Stage Carriages	24	21	16	0	61
	b. Contract Carriages	0	0	0	0	0
	c. Private Sevice Vehicles	23	8	3	1	35
	d. Other Buses	39	3	0	0	42
	Total(a+b+c+d)	86	32	19	1	138
V	Taxies					
	a. Motor Cab	0	0	0	0	0
	b. Maxi Cab	13	0	0	0	13
	c. Other Taxies	30	2	0	0	32
	Total(a+b+c)	43	2	0	0	45
VI	Light Motor Vehicles(Passenger)					
	a. Three Seaters	28	3	3	1	35
	b. Four to Six Seaters	0	27	0	0	27
	Total(a+b)	28	30	3	0	62
	Total - A	842	220	65	2	1129
В	Non - Transport Vehicles					
	Two Wheelers	44218	9326	404	470	54418
П	Invalid Carriages	1	0	0	0	1
Ш	Cars	4462	340	342	38	5182
IV	Jeeps	0	0	0	0	0
٧	Vans	0	2	0	0	2
VI	Omni Buses	17	10	0	0	27
VII	Tractors	80	26	0	1	107
VIII	Trailors	5	4	0	1	10
IX	Others	4	1	0	0	5
	Total - B	48787	9709	746	510	59752
	Grand Total (A+B)	49629	9929	811	512	60881

TRANSPORT DEPARTMENT Total No Of Vehicles Registered for the year - 2010- -2011.

	Puducherry U.T.	2010-11				
SI.	•	Motor \	/ehicles Re	egistered	I31-3-20	11.
No.	Type of vehicles	Pondicherry	Karaikal		Yanam	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
À	Transport Vehicles				, ,	, ,
I	Multiaxled Articulated vehicles	9	0	0	0	9
П	Trucks & Lorries	53	13	12	0	78
Ш	Light Motor Vehicles(Goods)					
	a. Four Wheelers	818	152	4	8	982
	b. Three Wheelers	0	0	6	5	11
	c. Medium Goods Vehicles	18	1	0	0	19
	Total(a+b+c)	836	153	10	13	1012
IV	Buses					
	a. Stage Carriages	61	4	0	0	65
	b. Contract Carriages	0	0	0	0	0
	c. Private Sevice Vehicles	2	0	0	0	2
	d. Other Buses	40	12	0	1	53
	Total(a+b+c+d)	103	16	0	1	120
V	Taxies					
	a. Motor Cab	0	0	0	0	0
	b. Maxi Cab	7	1	0	0	8
	c. Other Taxies	42	0	1	0	43
	Total(a+b+c)	49	1	1	0	51
VI	Light Motor Vehicles(Passenger)					
	a. Three Seaters	90	3	0	0	93
	b. Four to Six Seaters	0	0	0	0	0
	Total(a+b)	90	3	0	0	93
	Total - A	1140	186	23	14	1363
В	Non - Transport Vehicles					
1	Two Wheelers	51627	12727	458	409	65221
П	Invalid Carriages	0	0	0	0	0
Ш	Cars	6058	436	318	53	6865
IV	Jeeps	1	0	0	0	1
٧	Vans	1	1	0	0	2
VI	Omni Buses	48	39	0	0	87
VII	Tractors	68	21	0	4	93
VIII	Trailors	9	15	0	3	27
IX	Others	13	2	0	0	15
	Total - B	57825	13241	776	469	72311
	Grand Total (A+B) File:documents and s/2009 10 MV Regn/sheet	58965	13427	799	483	73674

TRANSPORT DEPARTMENT Total No Of Vehicles In Use as on 31 st March - -2010.

	Puducherry U.T.	2010				
SI.	-	Motor	r Vehicles I		-31-3-2010).)
No.	Type of vehicles	Pondicherry	Karaikal	Mahe	Yanam	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
À	Transport Vehicles		` '	, ,	, ,	` '
I	Multiaxled Articulated vehicles	543	9	2	0	554
П	Trucks & Lorries	2627	211	297	99	3234
Ш	Light Motor Vehicles(Goods)					
	a. Four Wheelers	3997	298	32	9	4336
	b. Three Wheelers	1439	200	92	25	1756
	c. Medium Goods Vehicles	0	0	0	0	0
	Total(a+b+c)	5436	498	124	34	6092
IV	Buses					
	a. Stage Carriages	1065	176	34	19	1294
	b. Contract Carriages	120	41	3	2	166
	c. Private Sevice Vehicles	122	31	6	3	162
	d. Other Buses	81	11	1	12	105
	Total(a+b+c+d)	1388	259	44	36	1727
V	Taxies					
	a. Motor Cab	68	16	1	0	85
	b. Maxi Cab	108	53	0	6	167
	c. Other Taxies	1334	101	35	2	1472
	Total(a+b+c)	1510	170	36	8	1724
VI	Light Motor Vehicles(Passenger)					
	a. Three Seaters	4412	164	185	17	4778
	b. Four to Six Seaters	36	48	0	0	84
	Total(a+b)	4448	212	185	17	4862
	Total - A	15952	1359	688	194	18193
В	Non - Transport Vehicles					
I	Two Wheelers	392960	55985	3896	5436	458277
П	Invalid Carriages	0	0	0	0	0
Ш	Cars	39682	2423	2600	428	45133
IV	Jeeps	1377	134	152	10	1673
V	Vans	2143	24	5	0	2172
VI	Omni Buses	1636	114	99	10	1859
VII	Tractors	410	406	3	39	858
VIII	Trailors	1006	480	5	26	1517
IX	Others	3357	82	18	1	3458
	Total - B	442571	59648	6778	5950	514947
	Grand Total (A+B)	458523	61007	7466	6144	533140

TRANSPORT DEPARTMENT Total No Of Vehicles In Use as on -31st March -2011.

	Puducherry U.T.	2011				
SI.		Moto	r Vehicles	in use	-31-3-2011	
No.	Type of vehicles	Pondicherry	Karaikal	Mahe	Yanam	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Α	Transport Vehicles					
I	Multiaxled Articulated vehicles	543	9	2	0	554
П	Trucks & Lorries	2396	224	308	99	3027
Ш	Light Motor Vehicles(Goods)					
	a. Four Wheelers	4625	449	36	17	5127
	b. Three Wheelers	1225	200	98	30	1553
	c. Medium Goods Vehicles	0	0	0	0	0
	Total(a+b+c)	5850	649	134	47	6680
IV	Buses					
	a. Stage Carriages	1361	180	34	19	1594
	b. Contract Carriages	161	41	3	2	207
	c. Private Sevice Vehicles	124	31	6	3	164
	d. Other Buses	95	12	1	13	121
	Total(a+b+c+d)	1741	264	44	37	2086
V	Taxies					
	a. Motor Cab	78	16	1	0	95
	b. Maxi Cab	435	54	0	6	495
	c. Other Taxies	1160	101	35	2	1298
	Total(a+b+c)	1673	171	36	8	1888
VI	Light Motor Vehicles(Passenger)					
	a. Three Seaters	4502	167	185	17	4871
	b. Four to Six Seaters	36	48	0	0	84
	Total(a+b)	4538	215	185	17	4955
	Total - A	16741	1532	709	208	19190
В	Non - Transport Vehicles					
I	Two Wheelers	444587	68691	4307	5831	523416
П	Invalid Carriages	0	0	0	0	0
Ш	Cars	45740	2846	2897	468	51951
IV	Jeeps	1312	134	152	10	1608
٧	Vans	2289	25	5	0	2319
VI	Omni Buses	1684	151	99	10	1944
VII	Tractors	540	423	3	43	1009
VIII	Trailors	1015	492	5	29	1541
IX	Others	3580	84	18	1	3683
	Total - B	500747	72846	7486	6392	587471
	Grand Total (A+B)	517488	74378	8195	6600	606661
	File:documents and s/2009_10 MV Regn/sheet					