

As per the schedule mentioned in the HSRP bid document of UT, Chandigarh uploaded on the web site on 07.12.2011, the bidders or their designated representatives were invited to attend the Pre Bid Meeting, at their own cost, which was held at the following venue: UT Guest House, Sector 6, Chandigarh on 22.12.2011.

In the Pre Bid meeting, the clarifications with regard to the bid document and the HSRP project, sought by the bidders were discussed.

The Secretary Transport, Union Territory of Chandigarh in response to the clarifications requested by a prospective bidder or for any reason, may modify the bid document by an amendment. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Secretary Transport, Union Territory of Chandigarh may at his own discretion, extend the last date for the receipt of Bids by a reasonable period.

Accordingly, the Secretary Transport, Union Territory of Chandigarh invites bids as per the terms and conditions stated in this REVISED BID DOCUMENT FOR IMPLEMENTATION OF SCHEME OF HIGH SECURITY REGISTRATION PLATES IN UT, CHANDIGARH.

UNION TERRITORY OF CHANDIGARH

TRANSPORT DEPARTMENT

REVISED BID DOCUMENT

FOR

HIGH SECURITY REGISTRATION PLATES

INVITATION FOR BIDS (IFB)

In order to implement rule 50 of Central Motor Vehicles Rules, 1989, as notified by 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 to introduce High Security Registration Plate system in India, for all types of motor vehicles in the Union Territory of Chandigarh.

The Secretary Transport, Union Territory of Chandigarh, invites bids for selection of eligible manufacturers and vendors dealing in High Security Registration Plates registered as a company under the Companies Act, 1956 including joint ventures/consortiums having type approval from the testing agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989, having requisite capability and adequate financial resources to undertake the production and implementation of the High Security Registration Plates in conformity with the specifications in the above mentioned rule, on BUILD, OWN AND OPERATE (BOO) mode.

The project of issue of High Security Registration plates will be implemented on "BUILD, OWN AND OPERATE(BOO) basis. The bidder implementing the project will assemble, establish, procure technology, design, develop, produce/supply, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate and transfer the infrastructure (it is clarified that infrastructure here refers to IT 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 Union Territory of Chandigarh. He will also provide online software implementation and transfer of data assets. **For the purpose of affixing of HSRP, the Government would provide space to the successful bidder for temporary erection of pre-fabricated kiosks, to be erected by the successful bidder at his own cost in the premises of RLA's /deemed RLAs. No rental or lease money for the space provided in the offices of the above RLAs shall be recovered from the successful bidder in this regard. The space as mentioned above provided to the successful bidder shall be solely for the purpose of pursuing the objects of this scheme and would not bestow on the successful bidder any right to own / lease or rent or use the premises for any purpose other than the purpose of this scheme. Immediately on the termination of the contract, the said premises shall be vacated by the successful bidder and handed over to the RLA / concerned authority. Charges for utilities like electricity, water etc. however, shall be payable on actual basis by the successful bidder. The successful bidder shall get its own meters / sub-meters installed for this purpose. However, the space for establishing EMBOSSING / HOT STAMPING STATIONS, and storage of material etc. shall be the responsibility of the successful bidder at its level and at its cost**

Detailed bid document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in>. The bidders shall submit their bids online in electronic format only, and with digital signatures for participation in the e-tendering process. The bidders need to register themselves on the website <http://etenders.chd.nic.in>. **For clarification and necessary information on the process to obtain digital signatures, the bidders are required to visit www.cca.gov.in and www.etenders.chd.nic.in**

1) Instructions to the bidders regarding e-tendering process:-

- a) The bids shall be received electronically only through the website <http://etenders.chd.nic.in> with digital signatures. Bids without digital signatures will not be accepted by the Electronic Tendering System. No bid will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.

- b) Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents including the scanned copy of EMD have been uploaded with the Bid *within the time limit as specified in the bid document*. **The documents to be submitted by the bidders, as specified in the bid document, could be scanned in low resolution (75-100 DPI), and in gray scale. The PDF so prepared by the bidders could be shrunk in size and then uploaded by the bidders. In case of any technical problem, the bidders are required to contact the Department of Information Technology, 5th Floor, Additional Deluxe Building, Sector 9-D, Chandigarh to Sh. Kapil Narang on 0172-2740641.**
- c) It will be mandatory for all the Bidders to upload all the documents mentioned under “NIT documents” template.
- d) *The bid documents shall be uploaded in three covers:-*
- i) **Envelope 1:- Pre-qualification Evaluation.** It shall contain all the detailed documents and certifications as specified in the bid document. It shall also include the Earnest Money Deposit (EMD). EMD of Rs. 25,00,000/- (Rupees Twenty five lakhs only) payable at Chandigarh in favour of **Secretary Transport, UT Chandigarh**. EMD will have to be in the form as specified in bid document and shall have to be valid for the number of days beyond the validity of bids as specified in the bid documents. The earnest money shall be in the shape of demand draft or pay order on any Nationalized Scheduled Bank payable at Chandigarh in favour of the Secretary Transport, UT Chandigarh. The bidder shall also submit the EMD (in original) in physical form at _____ before _____ (as uploaded by the bidder). The Bid ID and name of project should be written on the reverse of EMD. The details of EMD specified in the bid documents should be the same as submitted online (scanned copies) otherwise the bid will be rejected summarily.
- ii) **Envelope 2:- Technical Evaluation.** The Bidder shall submit physically, the complete set of samples of each size of High Security Registration Plate **including the 3rd Registration Plate and Snap Lock, both for the Transport vehicle and Non-Transport Vehicle** strictly as per specifications, showing different alphabets from A to Z and numerals from 0 to 9, duly marked and sealed along with the bid documents in a separate envelope, duly sealed and marked **Envelope 2:- Technical Evaluation** (Each sample should also be properly labeled

indicating name of the bidder), to the Authority . The Bidder must confirm in their bid that the samples confirm to the specifications as notified by Govt. of India, Ministry of Road Transport & Highways as amended from time to time. The authority may get the sample checked/tested at the cost of the bidder.

- iii) **Envelope 3:- Financial Evaluation.** As specified in the bid document, the envelope 3 of those bidders shall only be opened whose Envelope No. 1 and 2 are found to be order.
- 2.) Envelope 1 and 2 shall be opened online on the date as specified in the bid document.
 - 3) The envelope 3 shall be opened only of the bidders whose envelope no. 1 and 2 above is found to be in order.
 - 4) The bidder has to produce the original documents as and when asked for by Transport Department, UT Chandigarh. The failure of the bidder to furnish the said original documents will entail summarily rejection of its bid.
 - 5) The department will not be responsible for any delay in online submission of the bids due to any reason whatsoever.
 - 6) Bids will be opened online as per the time schedule as stated in this Bid document.
 - 7) Transport Department reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, the bidder shall liable to be debarred for future bidding in Transport Department, UT Chandigarh.
 - 8) All disputes concerning in any way with this project are subjected to Chandigarh Jurisdiction only.
 - 9) Corrigendum/Addendum to this bid, if any, will be uploaded on the website <http://etenders.chd.nic.in>. This may be noted by the bidder.
 - 10) Conditional bids, bids without earnest money will be rejected without assigning any reason.
 - 11) Department reserves the right to reject any or all the applications/bids without assigning any reason. **Overall lowest bid will be criteria for finalization of bid.**
 - 12) In case, the date of receipt/opening of bid is declared or happens to be a public holiday. The bids will be received /opened on the next working day at the stipulated time.
 - 13) For any Technical issue related to Electronic Tendering Portal Bidders may contact IT Cell, DIT, Additional Deluxe Building, 5th floor, Sector 9 Chandigarh or email at etender@chd.nic.in Phone No. 0172-2740641, 0172-2740003.

The bidders may also contact _MR Sanjeev Kohli in the office of the Registering and Licensing Authority, U.T. Chandigarh for any help/Assistance regarding e-tendering at 0172-2700341 during office hours.

Dated:
Chandigarh

SECRETARY TRANSPORT
Union Territory of Chandigarh,

UNION TERRITORY OF CHANDIGARH
TRANSPORT DEPARTMENT
REVISED BID FOR
HIGH SECURITY REGISTRATION PLATES
FOR
MOTOR VEHICLES
PART 1
BID DOCUMENTS

CONTENTS

			Pages
1.	SECTION-I	INSTRUCTIONS TO THE BIDDERS	
2.	SECTION-II	PREPARATION & EVALUATION OF BIDS	
3.	SECTION-III	SCOPE OF WORK	
4.	SECTION-IV	TERMS AND CONDITIONS	
5.	SECTION-V	SIZE & TECHNICAL SPECIFICATIONS OF THE HIGH SECURITY REGISTRATION PLATES	
6.	SECTION-VI	FINANCIAL BID FORM	
7.	SECTION-VII	FORM OF REPORT FROM EMBOSSING STATION TO REGISTERING AUTHORITY	
8.	ANNEXURES	I to XIX	

Important Information

Sr. No.	Information	Details
1	Documents Reference Number	RLA/2011-12/01
2	Online Bid Publish Date and bid document download start date	07.12.2011
3	Pre bid meeting	22.12.2011
4	Release of response to clarifications/ <i>Addendum</i>	02.01.2012
5	Online Bid Submission start date	03.01.2012
6	Last date for Online submission of bid document	18.01.2012 by 5.00 PM
7	Opening of Pre-qualifications Bids & Technical Evaluation	19.01.2012, 11.00 AM
8	Declaration of result of Technical Evaluation	06.02.2012
9.	Opening of Financial Bids	07.02.2012
9	Venue of pre-bid meeting	UT Guest House, Sector-6, Chandigarh
10	Venue for opening of technical and financial Bids (Online Opening)	Department of Information Technology, 5 th floor, Addl. Deluxe Building, Sector 9 D, Chandigarh
11	Contact person for queries	Mr. Sanjeev Kohli, R&LO
12	E mail id	<u>Vindy2002@yahoo.com</u> <u>Snjv_k0007@yahoo.co.in</u>

SECTION-I

INSTRUCTION TO THE BIDDER (ITB)

1.1 DEFINITIONS

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

1. **“Act”** Act shall mean The Motor Vehicles Act, 1988, as amended upto date.
2. **“Agreement”** means a Legal document binding both the parties to all terms and conditions agreed upon by them.
3. **“Arbitrator”** means the person(s) or Authority appointed with the mutual consent of both the parties to the agreement in case of any dispute.
4. **“Authority”** shall mean and include an officer as designated by the Union Territory of Chandigarh or any other agency/department of the Union Territory of Chandigarh Government so notified by the Union Territory of Chandigarh for this purpose.
5. **“Bid”** means the complete bidding document submitted by the Bidder to the Authority or the Department and shall include any corrections, addenda and modifications made therein.
6. **“Bidder”** shall mean a manufacturer or a vendor dealing in High Security Registration Plates, registered as Company under the Companies Act, 1956 and having a Valid Type Approval Certificate from the testing agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989, on the date of submission of the bid document and shall include a joint venture/consortium incorporated as a company registered under the Indian Companies Act, 1956, who is eligible to bid, to participate in the bid in the stages of pre-qualification, bidding process and includes the successful bidder during the currency of the agreement.
7. **“Conformity of Production (COP)”** is a procedure of periodic evaluation, testing and certification as defined and certified by the respective Testing Agencies.

8. **“Consortium/Joint Venture”** shall mean association of two or more but not exceeding three in number, legal entities, formed specifically or otherwise for the purpose of bidding. It can also include public sector undertaking/board/corporation.
9. **“Department”** shall mean the Transport Department of Union Territory of Chandigarh or any other department or agency notified by the Union Territory of Chandigarh for this purpose.
10. **“Embossing Station”** means any such decentralized unit nominated by the successful bidder for Embossing of the Characters and other designated words attached/assigned specifically to a particular one or more Registering Authority.
11. **“Financial Capability”** means financial worthiness of Bidders as per the terms of the Bid.
12. **“Government”** shall mean both the Union Territory of Chandigarh and Central Government of India, as the case may be.
13. **“ High Security Registration Plates”** or **"HSRP"** shall mean the plate and such other device affixed to the motor vehicle displaying the registration mark as specified under Rule 50 of Central Motor Vehicle Rules,1989, as amended from time to time.
14. **“Invitation of Bid”** means the advertisement published in accordance with the legal requirements or notification by other means to prospective Bidders.
15. **“Letter of Acceptance”** means the formal acceptance of the bid by the Authority/ Department.
16. **“Notification”** shall mean and include all orders, directives and intimations issued by the Government in Official Gazette.
17. **“Payment”** shall mean the amount payable by the vehicle owner to the successful bidder.
18. **“Performance Security”** means the Performance bond or unconditional Bank Guarantee that provides protection to the Authority or the Department for the completion of the agreement.
19. **“Period”** shall mean entire term of the agreement.
20. **“Registering Authority”** shall mean and include the authorities as defined in Section 2 (37) of the said Act.

21. **“Royalty”** shall mean a periodic payment made by the successful Bidder to the Government as a percentage of his revenue collection from sale of High Security Registration Plates inclusive of all taxes and levies.
22. **“Registration Mark”** shall mean the marks as defined in the Rule 50 and 51 of the Central Motor Vehicle Rules, 1989 and other Government Notifications.
23. **“Rules”** shall mean the Central Motor Vehicles Rules, 1989, as amended from time to time.
24. **"Type Approval Certificate"** shall mean the approval accorded to the bidder by the Testing Agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989.
25. **“Test Agencies”** means such institutes/agencies which are authorized to test and approve the manufacturer (s) of the Registration Plates and issue and grant the Type Approval and Certification of Conformity of Production (COP).
26. **“Manufacturer”** shall mean legal entity engaged in carrying out the manufacturing activity of the High Security Registration Plate.

1.2 **OBJECTIVE OF SCHEME**

- 1.2.1 Objective of this scheme is to ensure uniformity in size, colour and specifications of the Security Registration Plates all over India, to all types of vehicles being registered/ already registered as per the guidelines from Ministry of Road Transport & Highways, Government of India, New Delhi vide Gazette Notification dated 28th March 2001 or the notifications/orders issued from time to time. However, it will be mandatory for the existing registered Vehicles, to replace the existing number plates with the new High Security Registration Plates, within two years of launch of this scheme.
- 1.2.2 High Security Registration Plates and the 3rd Registration Plates shall be issued and fixed on the vehicle in the manner prescribed in Govt. of India's notification. Government may give directions as deemed fit, about the colour of additional information which should be printed on 3rd registration plate, from time to time. The successful bidder should make his own arrangement for location of its office/manufacturing/embossing station near to the offices of Registering Authority, UT Chandigarh, after obtaining approval from Transport Department, UT Chandigarh. Charges for utilities like electricity, water however, will be payable on actual basis by the successful bidder. The successful bidder will get its own meters installed for its purpose. For the purpose of affixing of HSRP, the Government would provide space to the successful bidder for temporary erection of pre-fabricated kiosks, to be erected by the successful bidder at his own cost in the premises of RLA's /deemed RLAs. No rental or lease money for the space provided in the offices of the above RLAs shall be recovered from the successful bidder in this regard. The space as mentioned above provided to the successful bidder shall be solely for the purpose of pursuing the objects of this scheme and would not bestow on the successful bidder any right to own / lease or rent or use the premises for any purpose other than the purpose of this scheme. Immediately on the termination of the contract, the said premises shall be vacated by the

successful bidder and handed over to the RLA / concerned authority. Charges for utilities like electricity, water etc. however, shall be payable on actual basis by the successful bidder. The successful bidder shall get its own meters / sub-meters installed for this purpose. However, the space for establishing EMBOSSING / HOT STAMPING STATIONS, and storage of material etc. shall be the responsibility of the successful bidder at its level and at its cost

1.2.3 **Objective of the bidding process**

Objective of the bidding is to ensure that only such manufacturer or vendor or including a joint venture/consortium is selected by the Union Territory of Chandigarh Government, who complies with the overall objective of the notification of the Ministry of Road Transport & Highways, Govt. of India, issued vide GSR No. 221 (E) dated 28th March 2001 and S.O. No. 814 (E) dated 22nd August, 2001 & S.O.1041 (E) dated 16TH October, 2001. The aim is to select a *manufacturer/s of High Security Registration Plate* who has capability and capacity to invest and build necessary infrastructure, so that the scheme becomes operational from the targeted date i.e. _____ months from the date of signing of agreement.

1.3 **SCOPE OF BID**

1.3.1 The Secretary Transport, Union Territory of Chandigarh, Chandigarh invites bids for selecting a bidder to create infrastructure and supply High Security Registration Plates to vehicle owners in the entire Union Territory of Chandigarh in conformity with the Rule 50 of Central Motor Vehicles Rules, 1989, as amended upto date and orders issued by Ministry of Road Transport & Highways, Government of India vide SO No.814 (E) dated 22.08.2001 and SO No. 1041 dated 16.10.2001, hereinafter referred as “**said notification**”.

1.3.2 **STATISTICAL DATA**

1.3.2.1 Union Territory of Chandigarh has a population of existing vehicles of six lakhs (approximate) as on **31.03.2011**

1.3.2.2 As per the statistics, the Union Territory of Chandigarh has an annual registration of all classes of new motor vehicles put together at 45000 (based on the approximate figures of 2010-11 as per Annexure-XV).

N.B. The above mentioned figures are approximate, based on the figures of actual registration as well as previous growth rate and the government does not bind itself in any way for the increase or decrease in subsequent years.

1.3.3 The Scope of work includes establishing and creating complete infrastructure to manufacture and provide/fix High Security Registration Plate to all the motor vehicles in the Union Territory of Chandigarh in conformity to the technical parameters contemplated in the said Notification. The work shall be carried out in accordance

with the specifications detailed in the Bid Documents including, inter alia, Section -V titled "Specifications of the High Security Registration Plates".

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

1.4 **PROJECT IMPLEMENTATION**

The project of issue of High Security Registration Plates will be implemented on "BUILD, OWN AND OPERATE (BOO) basis. The Successful Bidder implementing the project will assemble, establish, procure technology, design, develop, produce/supply, emboss, affix and distribute the High Security Registration Plates and finance, maintain, operate *and transfer* the infrastructure (it is clarified that infrastructure here refers to IT 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 Union Territory of Chandigarh. For the purpose of affixing of HSRP, the Government would provide space to the successful bidder for temporary erection of pre-fabricated kiosks, to be erected by the successful bidder at his own cost in the premises of RLA's /deemed RLAs. No rental or lease money for the space provided in the offices of the above RLAs shall be recovered from the successful bidder in this regard. The space as mentioned above provided to the successful bidder shall be solely for the purpose of pursuing the objects of this scheme and would not bestow on the successful bidder any right to own / lease or rent or use the premises for any purpose other than the purpose of this scheme. Immediately on the termination of the contract, the said premises shall be vacated by the successful bidder and handed over to the RLA / concerned authority. Charges for utilities like electricity, water etc. however, shall be payable on actual basis by the successful bidder. The successful bidder shall get its own meters / sub-meters installed for this purpose. However, the space for establishing EMBOSSING / HOT STAMPING STATIONS, and storage of material etc. shall be the responsibility of the successful bidder at its level and at its cost. He will also provide online software implementation and transfer of data asset. The successful bidder on the completion of contract or foreclosure/pre-mature termination of the contract shall pass on the IPR and the software alongwith the source code and all the data asset to the Secretary Transport, UT, Chandigarh at zero cost. The successful bidder shall provide online software implementation containing Inter-alia the following features:-

- a. System should have provision for registering user request (over portal, phone, helpdesk etc) for affixing High Security Registration Plates
- b. System should have a workflow based approval mechanism starting from User raising a request to final sign off by Registering Authority. The workflow would be finalized in discussion with department during the execution of the project.
- c. System should have additional features including escalation framework, status tracking, appointment scheduling.
- d. System should allow user to make online payments & get e-receipts.
- e. System should allow dealing clerk/Registration Authority to upload and save the photo of the vehicle with High Security Registration Plate, prior to approval/acceptance by the competent authority. The quality of the camera and photograph should be of sufficient high resolution acceptable to the department.

- f. System should provide real-time data accessed from integrated and centralized computing environment/Data centre.
- g. System should generate MIS report as per requirement of the departmental officials.
- h. System should have advance communication application interface with emails and SMS
- i. System should be updated as per requirements of the department form time to time.

On completion of the contract or foreclosure/pre-mature termination of the contract, the Concessionaire shall pass on the IPR and the software along with the source code and the entire data asset to the Transport Commissioner, Chandigarh Administration at zero cost.”

The bidders shall submit undertaking in this regard, as stated in ANNEXURE - XVIII.

1.5 **ELIGIBILITY CRITERIA**

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

Sr. No.	Eligibility Criteria	Supporting Documents
1	<p><u>The Bidder must be a manufacturer or vendor dealing in High Security Registration Plates registered as a company under the Companies Act, 1956 and having the type approval from the testing agencies authorized by the Central Government under rule 126 of Central Motor Vehicles Rules, 1989.</u></p> <p><u>Bids from Joint Venture/Consortium are also acceptable. The lead member of the Joint Venture/Consortium must have the type approval from the testing agencies authorized by the Central Government. The Joint Venture/Consortium shall not consist of more than three members. In case the joint venture/consortium is awarded the bid, the members of the joint venture /consortium would be required to be form as an SPV, which must be a company registered under the Companies Act, 1956, after the issue of letter of intent and before signing of contract. In case the Joint Venture/Consortium has already formed a SPV for the purpose of implementing the scheme of High Security Registration Plates and functioning as registered under the Companies Act, 1956 it is accepted by the authority but the lead member of such SPV should contribute and hold a minimum of 51% of the equity capital. In the SPV to be registered by the members of the Joint Venture/Consortium, the lead member shall contribute and hold a minimum of 51% of the equity capital. The members of the joint venture/consortium shall enter into an agreement for the purpose of submitting a bid. The agreement shall convey the intent to form an SPV which meets the requirements of this Bid Document, clearly mentioning the roles and</u></p>	<p>Certificate of registration & Memorandum of Association.</p> <p>Agreement of the members of joint venture/consortium.</p> <p>In case of vendor, authorization from the manufacturer of High Security Registration Plates. (ANNEXURE – XVII of this bid document)</p> <p>Copy of power of attorney.</p>

	<u>responsibilities of each member.</u>	
2	<u>In the case of joint ventures/consortiums, the lead member shall be nominated as being Incharge during the pre-qualification and bidding period and, in the event of a successful bid, during contract execution. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the joint venture/consortium; by submitting a power of attorney signed by legally authorized signatories of all the partners. The lead member of joint venture/consortium shall be liable, during the bidding process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned above.</u>	Relevant documents & Authorization document. Undertakings of all the partners of joint venture/consortium.
3	<u>The bidder or the joint venture partners or members of the consortium, as the case may be, must have a minimum present net worth equivalent to INR 20 Crores.</u>	Solvency Certificate.
4	<u>The bidder or the joint venture partners or members of the consortium, as the case may be, together must have a minimum annual turnover equivalent to INR 40 Crores in any of the immediate preceding last three financial years.</u>	Audited Annual Financial Statements and Certificate attested by a Chartered Accountant/any scheduled/nationalized Bank.
5	<u>The Bidder must have obtained "Type Approval" from the testing agencies authorized by the Central Government under rule 126 of Central Motor Vehicles Rules,1989 and the type approval must be valid on the date of submission of bid.</u>	Type Approval document.
6	<u>The bidder or the joint venture partners or members of the consortium, as the case may be, must not have any criminal antecedents and must not have been involved in any economic offences or conducted any criminal offence.</u>	Affidavit duly attested by 1 st Class Magistrate. This affidavit shall be submitted by the bidder separately, in addition to ANNEXURE-XVI of this bid document.
7	<u>The bidder must have the software of Number Plate Management and complete end to end solution for High Security Registration Plate business.</u>	Proof Certificate, details of software and reports. In addition to this, the bidders shall submit undertaking in this regard, as stated in ANNEXURE- XVIII of this bid document.
8	<u>No member of any JV/Consortium shall be eligible to be member of another JV/Consortium participating in the Bid.</u>	Undertaking by all the member of Joint Venture/Consortium.
9	<u>Any bidder shall not at the same time be a member of any other bidding joint venture/consortium.</u>	Undertaking by all the bidders.
10	<u>Undertaking as regards the manufacturing company has manufacturing capacity in the territory of India</u>	Undertaking

- 1.5.1 A **bidder** shall not be considered for pre-qualification for the bid if he has been;
- a) convicted of a cognizable offence by any court of law with imprisonment for a term exceeding one year; or
 - b) imposed a penalty of rupees one crore or more for violation of the provisions of the Foreign Exchange Regulation Act, 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act, 1999 (42 of 1999); or
 - c) detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985); or
 - d) adjudged guilty by the Stock Exchange Board of India or any other such Financial Regulatory Boards or Tribunals or Agencies; or
 - e) found to be associated in any manner with an organized crime syndicate or its associate or with any Association declared unlawful under the Unlawful Activities (Prevention) Act, 1967 (37 of 1967) or any other law for the time being in force; or
 - f) found to be connected with activities prejudicial to the National Security; or
 - g) accused of fraud or misconduct with any other State/Central Government, in performing his earlier contracts.

1.5.2 The bidder will have to submit a notarized affidavit with regard to 1.5.1 as per **Annexure XVI**.

1.5.3 The bid is liable for rejection/cancellation, if information provided is found to be false at any stage. *Besides this, the earnest money is liable to be forfeited & the bidder is liable to be debarred.*

1.6 **SIGNING OF THE BID**

1.6.1 If a Limited Company 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 duly notarized shall accompany the bid.

1.6.2 If the bid is submitted by a joint venture/consortium, the authorized representative of the joint venture/consortium shall sign it. The Copy of the power of attorney to the authorized representative, signed by legally authorized signatory of the joint venture/consortium duly notarized 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 AND EVALUATION OF BIDS

2.0 PRE BID MEETING

The bidders or their designated representatives were invited to attend the Pre Bid Meeting as per schedule specified, at their own cost, which was held at the following venue: UT Guest House, Sector 6, Chandigarh on 22.12.2011.

In the Pre Bid meeting, the clarifications with regard to the bid document and the HSRP project, sought by the bidders were discussed.

The Secretary Transport, Union Territory of Chandigarh in response to the clarifications requested by a prospective bidder or for any reason, may modify the bid document by an amendment. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Secretary Transport, Union Territory of Chandigarh may at his own discretion, extend the last date for the receipt of Bids by a reasonable period.

2.1 EVALUATION PROCESS

The bidder is required to submit its bid document, online, on the website <http://etenders.chd.nic.in>, on or before 18th January, 2012, by 5.00 P.M. The bids will be evaluated online on the website <http://etenders.chd.nic.in> for its Pre-qualification, Technical and Financial Evaluation, as per the schedule stated in this bid document . The Online Bid Submission start date is 03rd January, 2012. The last date for online submission of bid document is 18th January, 2012 by 5.00 P.M. The opening of bids for pre-qualification and technical evaluation will be on 19th January, 2012 at 11.00 a.m. at Department of Information Technology, 5th floor, Additional Deluxe Building, Sector 9 D, Chandigarh. The bidders or its representatives, if they wish, may attend the on-line opening of pre-bid qualification bids and technical bids **on 19.1.2012 at 11.00 a.m.** Each bidder will have to qualify each stage as specified in the bid document to be eligible for evaluation in the next stage. **Clarifications, if required, may be obtained from the bidder while evaluating their bids.**

2.2 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.

2.3 **MANNER OF SUBMISSION OF DOCUMENTS**

The bidder is required to submit its bid document, online, on the website <http://etenders.chd.nic.in>, on or before 18th January, 2012, by 5.00 P.M.

The bidder shall be required to submit the EMD in physical form on or before 18th January, 2012, by 5.00 p.m; further, the requisite documents for pre-qualification evaluation and the samples for technical evaluation, as stated in the bid document, shall be submitted by the bidders, in physical form on or before 18th January. 2012, by 5.00 p.m. at the office of Registering and Licensing Authority, Sector 17, UT Chandigarh.

2.3.1 The documents required for pre-qualification, technical evaluation and financial evaluation to be submitted in the manner given below :-

It shall also include a Table of Contents specifying the documents being submitted with page numbers. The offer shall contain the following documents and be submitted in **3 separate envelopes** duly numbered and marked on the cover in the manner detailed below.

Detailed bid document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in>. The bidders shall submit their bids online in electronic format only, and with digital signatures for participation in the e-tendering process. The bidders need to register themselves on the website <http://etenders.chd.nic.in>. For clarification and necessary information on the process to obtain digital signatures, the bidders are required to visit www.cca.gov.in and www.etenders.chd.nic.in

The bids shall be received electronically only through the website <http://etenders.chd.nic.in>. with digital signatures. Bids without digital signatures will not be accepted by the Electronic Tendering System. No bid will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected out rightly.

Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents including the scanned copy of EMD have been uploaded with the Bid *within the time limit as specified in the bid document*.

It will be mandatory for all the Bidders to upload all the documents mentioned under "NIT documents" template.

The bid documents shall be uploaded in three covers:-

- i) **Envelope 1:- Pre-qualification Evaluation.** It shall contain all the detailed documents and certifications as specified in the bid document. It shall also include the Earnest Money Deposit (EMD). EMD of Rs. 25,00,000/- (Rupees Twenty five lakhs only) payable at Chandigarh in favour of **Secretary Transport, UT Chandigarh**. EMD will have to be in the form as specified in bid document and shall have to be valid for the number of days beyond the

validity of bids as specified in the bid documents. The earnest money shall be in the shape of demand draft or pay order on any Nationalized Scheduled Bank payable at Chandigarh in favour of the Secretary Transport, UT Chandigarh. The bidder shall also submit the EMD (in original) in physical form at the office of Registering and Licensing Authority, Sector 17, UT Chandigarh on or before 18th January, 2012, by 5:00 PM. (as uploaded by the bidder). The Bid ID and name of project should be written on the reverse of EMD. The details of EMD specified in the bid documents should be the same as submitted online (scanned copies) otherwise the bid will be rejected outrightly.

- ii) **Envelope 2:- Technical Evaluation.** The Bidder shall submit physically, the complete set of samples of each size of High Security Registration Plate strictly as per specifications, **including the 3rd Registration Plate and Snap Lock, both for the Transport vehicle and Non-Transport Vehicle** showing different alphabets A to Z and numerals from 0 to 9, duly marked and sealed along with the bid documents in a separate envelope, duly sealed and marked **Envelope 2:- Technical Evaluation** (Each sample should also be properly labeled indicating name of the bidder), to the Authority as stated in the bid document. **The Bidder must confirm in their bid that the samples confirm to the specifications as notified by Govt. of India, Ministry of Road Transport & Highways as amended from time to time. The authority may get the sample checked/tested.**
- iii) **Envelope 3:- Financial Evaluation.** As specified in the bid document. The envelope 3 shall be opened only the bidders whose Envelope No. 1 and 2 are found to be order.

Envelope 1 and 2 shall be opened online as per schedule stated in the bid document.

The bidder has to produce the original documents as and when asked for by Transport Department, UT Chandigarh. The failure of the bidder to furnish the said original documents will entail summarily rejection of its bid.

The department will not be responsible for any delay in online submission of the bids due to any reason whatsoever.

Bids will be opened online as per the time schedule stated in the bid document.

Transport Department reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, the bidder shall liable to be debarred for future bidding in Transport Department, UT Chandigarh.

In case, the date of receipt/opening of bid is declared or happens to be a public holiday. The bids will be received /opened on the next working day at the stipulated time.

2.3.1 **Envelope No.1** : The first envelope clearly marked as **Envelope No.1 (PRE-QUALIFICATION BID)** shall contain the following :

NB. Please note that prices should not be indicated in the Pre-Qualification Bid.

2.3.1.1 Letter of Application on the letterhead of the bidder as per **Annexure III** accompanied with the following in the annexure mentioned below:

General Information	Annexure-VII
Structure and Organization	Annexure-VIII
Undertaking about equipment capability	Annexure-IX
Details of Participation in the Joint Venture/consortium	Annexure-X
Personnel Capabilities	Annexure-XI
List of Key Personnel required to be deployed on the Contract Work.	Annexure-XII
Turnover Record.	Annexure-IV
Joint Venture/consortium summary.	Annexure-V
Affidavit about seeking references from banks etc.	Annexure-VI
Undertaking about infrastructure and manufacturing facilities in India	Annexure-XIII
Current Contract commitments.	Annexure-XIV
Affidavit regarding antecedents.	Annexure-XVI
Authorization by the manufacturer to the vendor	Annexure XVII
Certificate regarding online software	Annexure XVIII
Undertaking by the members of JV/Consortium	Annexure XIX
Affidavit regarding not being involved in any economic offence or not conducted any criminal offence (Clause 1.5 Sr.No. 6 of this bid document)	

2.3.1.2 The EMD of Rs. 25,00,000/- (Rupees Twenty Five Lac only) in favour of **Secretary Transport, Union Territory of Chandigarh, Chandigarh** in the form of a Banker's Cheque/Bank Draft/ Fixed Deposit Receipt from any Nationalized/Scheduled Bank.

Note:

Any Bid not accompanied by an acceptable EMD in the manner stated above shall be out rightly rejected as non responsive bid and the other unopened envelopes shall be returned, without entertaining any correspondence whatsoever.

2.3.1.3 Copy of Type approval certificate, duly attested by a Gazetted officer, for each size & type of High Security Registration Plate & fixtures from agencies authorized by Govt. of India to supply the High Security Registration Plates, stickers , snap locks.

(Original shall be submitted to the authority, on or before 18.1.2012 by 5.00 pm)

2.3.1.4 Bank Solvency Certificate equivalent to INR 20 Crores of the Bidder/Partners to the Joint Venture/Consortium, as specified in Clause 1.5 of the bid document.

2.3.1.5 PAN/GIR No. with a copy of the Income Tax returns of the last three years filed.

2.3.1.6 Profile of the Bidder and Memorandum and Article of Association.

2.3.1.7 The bidder must provide pre-qualification field performance warranty for the High Security Registration Plates from manufacturer of reflective sheet for a period of five years.

2.3.1.8 The bidder will have to submit proof of sourcing of snap-lock arrangement for fixation of registration plates from a manufacturer having the capacity to make adequate supplies required under this bid.

2.3.1.9 The Bidder should enclose documents regarding tie-up of sourcing of the following:-

1. Reflective Sheeting
2. Aluminum Plates
3. Hot stamping Foils
4. Holograms
5. Laser Marking
6. Snap Locks
7. Blank Processing Units
8. Embossing Stations

2.3.1.10 The bidder shall provide the following details about his manufacturing facility which shall be liable for inspection:-

- a) Location of the main unit.
- b) Area of Land.
- c) Production Capacity.
- d) Details and make of equipments installed.
- e) Date on which the unit became operational.
- f) Copies of necessary approvals & Factory Licenses.
- g) Details of Technology being used and system characteristics.
- h) Plan for interconnectivity and networking.
- i) Turn over from registration plates business in last three years.

2.3.1.11 Work 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 i.e. within 60 days of the award of agreement.

2.3.1.12 The Bidding Documents issued by the department duly signed, on each page in token of acceptance of terms and conditions.

2.3.2 The Successful bidder will have an office in the Union Territory of Chandigarh.

2.4 The pre-qualification will be done on the basis of documents submitted in envelope no. 1 as asked for and/or an independent enquiry by the Government and bidders who qualify will be eligible for technical evaluation on the basis of samples submitted in envelope no. 2 and the financial bid submitted in envelope no. 3. The envelope nos. 2 and 3 of the bidders who fail to pre-qualify will not be opened. The bidders shall carry the originals of the documents submitted online for pre-qualification, technical evaluation and financial evaluation.

2.5 ENVELOPE NO. 2: TECHNICAL EVALUATION

2.5.1 The Bidder must submit physically, the complete set of samples of each size of High Security Registration Plate strictly as per specifications, **including the 3rd Registration Plate and Snap Lock, both for the Transport vehicle and Non-Transport Vehicle** showing different alphabets A to Z and numerals from 0 to 9, duly marked and sealed along with the bid documents in a separate envelope, duly sealed and marked **Envelope No. 2 – Technical Evaluation** (Each sample should also be properly labeled indicating name of the bidder), to the Authority. **The Bidder must confirm in their bid that the samples confirm to the specifications as notified by Govt. of India, Ministry of**

Road Transport & Highways as amended from time to time. The authority may get the sample checked/tested.

2.6 DISQUALIFICATION

2.6.1 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) Stands blacklisted/debarred by the Union Territory of Chandigarh as on the date of submission of bid.
- c) Stands blacklisted/debarred by the Central Government /or any State Government or any Union Territory on the date of submission of bid.

2.7 **ENVELOPE NO.3** :The Envelope clearly marked Envelope No.3 “**Financial Bid**” shall contain the following :

N.B. : FINANCIAL BID SHOULD ONLY INDICATE PRICES.

2.7.1 The rates to be offered in the Financial Bid given in the bid documents shall be 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.

2.8 BID PRICES

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

2.8.2 *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 for supply and fixing of High Security Registration Plates, including 3rd Registration Plate (where required) and Snap Lock, for each category of vehicles.*

The rates quoted by the Bidder shall be fixed and which can be charged from a vehicle owner for each category of vehicles and shall be inclusive of all taxes and levies.

2.8.3 *The successful bidder shall be allowed to charge 20% premium on quoted rates in Financial Bid Form for providing any of the individual plates as different from providing complete set of plates, provided such plate/plates have been damaged or spoiled because of the fault of the registered owner of vehicles to be decided by the Registering authority.*

2.9 **PAYMENT**

- 2.9.1 In consideration of the Services rendered by the Bidder under the agreement, the department shall authorize the Successful 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.
- 2.9.2 The successful bidder will be liable to pay all the taxes and levies collected from the vehicle owner as applicable under law at the time of fixation of the high security registration plate.
- 2.9.3 The Successful bidder shall issue a valid receipt to the vehicle owner for the amount received **and** maintain record of receipts and issue of HSRP and all related books of accounts in an appropriate manner which shall be subject to inspection by the authority.

2.10 **BID VALIDITY**

- 2.10.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission.
- 2.10.2 Bids, which are valid for a shorter period than that required by the Government shall be treated as non-responsive and rejected.
- 2.10.3 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.

2.11 **Earnest Money Deposit(EMD)**

- 2.11.1 The Bidder shall furnish, as part of his bid, an EMD for the amount as mentioned in "Invitation for Bids" for this particular project and in the form as per Sub Clause 2.3.1.2.
- 2.11.2 Any Bid not accompanied by an acceptable EMD as per clause 2.3.1.2 shall be rejected by the Government as non-responsive.
- 2.11.3 The EMD of unsuccessful bidders will be released as promptly as possible but not later than 60 days after the validity of the bid expires. No interest, whatsoever is payable to the bidder by the Government on EMD.
- 2.11.4 The EMD of successful bidder will be released without interest when the successful bidder has furnished the required Performance Security and signed the agreement.

2.11.5 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 the bidder fails within the specified time limit to:
 - i) Furnish the required Performance Security, and
 - ii) Sign the Agreement or;
- c) For any violation of terms & conditions as may be determined by the Government.

2.12 **ALTERNATIVE PROPOSALS BY BIDDERS**

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

2.13 **SIGNING OF THE BID**

2.13.1 The bidders shall submit their bid online only as described in the bid document. The bidder or the persons duly authorized to sign on behalf of the bidder must have digital signatures on all the pages of the bid submitted by the bidder. The original copy of the bid submitted by the bidder shall be produced at the time of opening of pre-qualification bid. The original bid shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorised 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.

2.13.2 The bid shall ordinarily contain no alternations or additions, except those to comply with instructions issued by the Government, or as may be necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

2.13.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be provided below their signatures. All signatures shall be dated.

2.14 DEADLINE FOR SUBMISSION OF THE BIDS

2.14.1 The bids must be received online at the website <http://etenders.chd.nic.in>, on or before 18th January, 2012, by 5:00 PM. In the event of the specified date for the submission of bids being declared a holiday, for any reason, the bids will be received upto the appointed time on the next working day.

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

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

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

2.17 MODIFICATION OF BIDS

2.17.1 No bid will be allowed to be modified 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, **debaring of the bidder** and shall disqualify the bidder for future bidding.

2.17.3 If price change is envisaged due to technical clarification, in such eventually revised Financial Bid from all the qualified bidders in separate sealed cover shall

be accepted with prior written information of the department. Such sealed covers should be super scribed "Revised Financial Bid".

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 agreement 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

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

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

2.20.3 The pre-qualification evaluation will be done on the basis of fulfillment of the following bid conditions.

- i) **Submission of EMD of Rs. 25 lakhs.**
- ii) **Compliance to the eligibility criteria as specified.**

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

2.20.5 The financial evaluation would be carried out for bidders who qualify the pre-qualification evaluation and technical evaluation.

2.21 PROCESS TO BE CONFIDENTIAL

2.21.1 Information relating to the process of examination, clarification, evaluation, and comparison of bids and recommendations for the execution of agreement shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a 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 Earnest Money and the documents as asked for in the Bidding Documents.
- 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 specification of the bidding document without any deviation or reservation. A deviation or reservation is one :

- i) which affects in any substantial way the scope, quality or performance of the Project or
- ii) which limits in any substantial way, is inconsistent with the bidding document, the Government rights or the bidder's obligations under the agreement 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 CORRECTION OF ERRORS

2.23.1 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.

2.23.2 The rates stated in the bid will be adjusted in accordance with the procedure as per Sub-clause 2.23.1 for the correction of errors and shall be considered as binding

upon the Bidder. If the bidder does not accept the corrected bid, the Bid will be rejected, and the EMD shall be forfeited.

2.24 CURRENCY FOR BID EVALUATION

The unit rates and the prices shall be quoted by the bidder in Indian Rupees Only.

2.24.1 Bid will be evaluated on the basis of all calculations in Indian Currency only

2.25 EVALUATION AND COMPARISON OF FINANCIAL BIDS

2.25.1 A Committee appointed by the Govt. will evaluate and compare the bids.

2.25.2 In evaluation of the bids, the Government will determine for each bid the Evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 2.22 and clause 2.23 of the bid document.

2.26 CRITERIA FOR AWARD OF CONTRACT

2.26.1 The decision to award the agreement will be taken by the competent authority constituted by the Government, 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.

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

From all Items at S.Nos.1 to 4

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

2.26.3 The sum total of Column no.6 shall only be considered to adjudge the lowest bidder (L1). Further negotiation, if required will be strictly as per the Central Vigilance Committee (CVC) Guidelines. However, the negotiation shall not be detrimental to overall objective of the technical and logistical conditions.

2.26.4 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 case there is a tie, all the L1 bidders shall be asked to resubmit their financial Bid. However, in this case, the revised financial Bids should be less than the lowest financial Bid quoted earlier by such L1 Bidders.

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

2.27.1 The decision of the Government regarding the evaluation, qualification, opening and award of the bid shall be final and binding on all the bidders.

2.27.2 The Government reserves the right to reject any or all offers received from the bidders without assigning any reasons.

2.28 NOTIFICATION OF AWARD

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

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

2.29 PERFORMANCE SECURITY

2.29.1 Within 15 days of receipt of the letter of acceptance, the successful bidder shall deliver to the Government a performance security for an amount of **Rs. 2 crore** as per the following arrangement.

i) Banker's Cheque/bank draft/fixed deposit receipt drawn in favour of Secretary Transport, Union Territory of Chandigarh.

OR

ii) a bank guarantee from any Nationalized or scheduled Bank in India.

2.29.2 The successful bidder shall be required to submit the bank guarantee with a validity of at least Two years. Failure of the successful bidder to comply with to deposit the performance security within 15 working days may shall lead to cancellation of the award and forfeiture of the EMD besides debarring of the bidder.

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

2.30 SIGNING OF AGREEMENT

2.30.1 At the same time, the Government notifies to the successful bidder that his bid has been accepted, he will be directed to attend the Office of Secretary Transport on a

date determined for signing the formal agreement between the parties, as per the format attached as Part 2 of the bid document. The signing of the agreement shall take place only after furnishing of Performance Security by the successful bidder as per Clause 2.29.1. The agreement period of 3 years will be counted from the date of signing the agreement.

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

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

2.31 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

2.32 **INDEMNITY**

The bidder will be responsible for the issue of wrong/defective High Security Registration Plates. It is further clarified that the bidder shall also be responsible for stolen High Security Registration Blanks / High Security Registration Plates, which are yet to be fitted on the vehicle. The same shall not be applicable after the High Security Registration Plates are fitted. If any legal, financial liability arises due to above, in no case the Government or concerned Registration Authority will be responsible.

SECTION-III

SCOPE OF WORK

- 3.1 The successful Bidder will have to manufacture/supply the Registration Plates as per the above specification laid down in the said Notification and is being appended as Section –V hereto and carry out the finishing process for each High Security Registration Plate according to individual numbers and alphabets as allotted by each individual Registering Authority. The numbers and alphabets of each vehicle shall vary individually. The project will be implemented on “BUILD, OWN AND OPERATE (BOO) basis. The bidder/s implementing the project will assemble, establish, procure technology, design, develop, produce/supply, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate the infrastructure (it is clarified that infrastructure here refers to IT infrastructure), formalities, services and establishment so created at his own risks and all costs involved in establishing Embossing Station, Site implementation and Networking within the Union Territory of Chandigarh. He will also provide online software implementation and transfer of data asset. **The successful bidder would have one embossing station but affixing of the HSRP would be done in the premises of the four Registering & Licensing Authorities (RLA) / any other deemed RLA as designated by the Authority.** The successful bidder should make his own arrangement for location of its office/manufacturing/embossing station near to the office of Registering & Licensing Authority, UT Chandigarh, after obtaining approval from Transport Department, UT Chandigarh. Charges for utilities like electricity, water however, will be payable on actual basis by the successful bidder. The successful bidder will get its own meters installed for its purpose. **For the purpose of affixing of HSRP, the Government would provide space to the successful bidder for temporary erection of pre-fabricated kiosks; to be erected by the successful bidder at his own cost in the premises of RLA’s / deemed RLAs. No rental or lease money for the space provided in the offices of the above RLAs shall be recovered from the successful bidder in this regard. The space as mentioned above provided to the successful bidder shall be solely for the purpose of pursuing the objects of this scheme and would not bestow on the successful bidder any right to own / lease or rent or use the premises for any purpose other than the purpose of this scheme. Immediately on the termination of the contract, the said premises shall be vacated by the successful bidder and handed over to the RLA / concerned authority. Charges for utilities like electricity, water etc. however, shall be payable on actual basis by the**

successful bidder. The successful bidder shall get its own meters / sub-meters installed for this purpose. However, the space for establishing EMBOSSING / HOT STAMPING STATIONS, and storage of material etc. shall be the responsibility of the successful bidder at its level and at its cost.

The successful bidder shall provide online software implementation containing Inter-
alia the following features:-

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

On completion of the contract or foreclosure/pre-mature termination of the contract, the Concessionaire shall pass on the IPR and the software along with the source code and the entire data asset to the Transport Commissioner, Chandigarh Administration at zero cost.”

3.2 a) The Registration Plates and the 3rd Registration Plate sticker will be affixed **at the** place/places authorized by the registering authority, only by representative of the successful Bidder and the old plates removed from the existing vehicles shall be deposited with the Registering Authority before hand or as directed by the registering authority.

b) The successful Bidder shall clear **fortnightly** the accumulated old Number Plates removed from the existing vehicles from the premises of the Registering Authority after giving due receipt for the same free of cost and shall give an undertaking that

each lot so collected by the successful Bidder has been destroyed/**disposed** at his own risk and cost. Destruction and disposal of old number plates will be so done as not to cause any environmental risks and all guidelines of the Union Territory of Chandigarh with regard to environmental consideration will be followed. The scrap will be the property of the successful bidder.

- 3.3 The time availability for getting High Security Registration Plate ready for affixation to vehicle will be 4 days excluding Sundays & *gazetted* holidays, from the receipt of authorization from Registering Authority **and collection of price from the vehicle owner** & shall ensure *that* it strictly conforms to size and technical specifications as notified by Government of India. No deviations /defective plates shall be supplied. **The Union Territory of Chandigarh have option to reduce this period of 4 days as per the Guidelines / instructions of the Government of India from time to time.**
- 3.4 The High Security Registration Plate shall be embossed and be affixed to the vehicle as per the process laid down in said notification only upon the receipt of authentic documentary evidence from the Registering Authority. No Security Registration Plate or 3rd Registration Plate or Snap Lock shall be issued to anybody without proper authentication and any incident of this nature would directly lead to termination of this agreement.
- 3.5 On existing registered vehicles also, the High Security Registration Plates shall be individually embossed and affixed only upon receipt of the authentication document from the registering authority. However, successful Bidder shall ensure that the old Registration plates shall be collected back and duly destroyed/disposed of as per prevailing norms of Govt. of India/Union Territory of Chandigarh in the presence of the Registering Authority, or any official deputed by the Registering Authority.
- 3.6 In case of any vehicle, already provided with High Security Registration Plate, need to be replaced with either or both of the Registration Plates or the 3rd Licence Plate sticker or the snap lock, these replacements shall be done by charging 20% premium of the approved price (as the case may be) from the vehicle owner, only upon receipt of documentary evidence by the registering authority.
- 3.7 Successful Bidder should maintain his manufacturing unit/units well in order and in no case, the supply be obstructed because of it.

3.8 Successful Bidder should maintain back up generators at all the locations so that the supply and affixation is not affected because of electricity failure.

3.9 The responsibility of providing the right type of High Security Registration Plate and fixing to the vehicle shall be the sole responsibility of the successful Bidder. If any technology up-gradation is required during currency of agreement, then the same should be done by the successful bidder. The Union Territory of Chandigarh may check quality & specifications of number plates from testing agencies authorized by the Ministry of Road Transport & Highways, Government of India.

3.10 Facility of Inspection

3.10.1 The Government or its nominated/delegated agencies reserves the right to inspect, supervise, assess, may be in conjunction with any other Government Agencies/Authorities including, without limitation to Revenue Authorities and Certifying Authorities, all the equipment installed at the premises of the qualified successful Bidder by way of surprise check, if any malfunctioning or deficient operation is reported and the Union Territory of Chandigarh/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.

3.10.2 Registering Authority reserves the rights to inspect the embossing station and other infrastructure arrangements of the representative of the bidders under his jurisdiction at any time. In the event of any irregularity, the Registering Authority can take an appropriate penal action against the successful bidder as specified in Terms and conditions.

3.10.3 Department will have the rights to get the books/records, premises and operations of successful bidder audited at regular intervals.

3.10.4 Department will engage any approved testing agency, who will conduct periodical checking/evaluation/testing and certification of the HSR Plates on regular and random basis both at the workshop or on the roads in order to verify the quality and performance.

SECTION-IV

TERMS AND CONDITIONS

4.1 PERIOD OF AGREEMENT

The Agreement will be for a period of three years commencing from the date of agreement. A detailed agreement shall be entered into between the successful bidder and the Government for a period of three years. Government ensures that no second bidder will be approved during the currency of the agreement in the Union Territory of Chandigarh except in cases of poor performance of the successful bidder and/or of termination of the agreement, in view of the strictest adherence to High Security features and to impose answerability on to the successful bidder.

4.2 RATES OF HIGH SECURITY REGISTRATION PLATE

4.2.1 The successful bidder shall sell the High Security Registration Plates to the Vehicle Owners, against authority letter from the Registering Authority for issuing of Security Registration Plates at the maximum prevailing rates inclusive of all taxes and levies as approved in the agreement. The bidder shall open an escrow account, out of which the amount of royalty due to the State Government shall be transferred to the Account of the State Government on monthly basis and the State Government shall have the first charge in this regard. The State Government may also prescribe any other mode/procedure in this regard. Besides, the State Government may also provide the mechanism of payment through Gateway depending upon the stage of computerization.

4.2.2 The prevailing approved rates shall be displayed by the successful bidder at its embossing station duly signed by the respective Registering Authorities.

4.2.3 ROYALTY

The successful bidder shall pay, on monthly basis or as decided by State from time to time, to Transport Department, a sum equivalent to 5% calculated on the basis of the base price of High Security Registration Plates as prescribed at 4.2.1.

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.

4.3 REPORTS

4.3.1. The following reports shall be submitted by the approved bidder in the format enclosed:

- a) Daily Compliance Report to each Registering Authority as per **Annexure I**.
- b) Monthly Compliance Report to the Transport Department as per the Format at.
- c) Any other report/information prescribed by the Transport Department from time to time.
- d) The following report shall be submitted by the approved bidder:-

1. a daily report on the following day in form set forth in Annexure –I
2. a monthly report to be submitted within 7 days of completion of each calendar month in form set in Annexure II
3. A monthly report to be submitted within 7 days of completion of each calendar month in form set forth in Annexure IA
4. A monthly report to be submitted within 7 days of completion of each calendar month in form set forth in Annexure IB
5. Any other report/information as decided by the State Government from time to time

4.3.2. Further the successful bidder shall 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 share this information with the Secretary Transport, Union Territory of Chandigarh, whenever required. The detailed networking plan shall be provided to the Transport Department.

The successful bidder shall provide online software implementation containing Inter-alia the following features:-

- a. System should have provision for registering user request (over portal, phone, helpdesk etc) for affixing High Security Registration Plates
- b. System should have a workflow based approval mechanism starting from User raising a request to final sign off by Registering Authority. The workflow would be finalized in discussion with department during the execution of the project.
- c. System should have additional features including escalation framework, status tracking, appointment scheduling.
- d. System should allow user to make online payments & get e-receipts.
- e. System should allow dealing clerk/Registration Authority to upload and save the photo of the vehicle with High Security Registration Plate, prior to approval/acceptance by the competent authority. The quality of the camera

and photograph should be of sufficient high resolution acceptable to the department.

- f. System should provide real-time data accessed from integrated and centralized computing environment/Data centre.
- g. System should generate MIS report as per requirement of the departmental officials.
- h. System should have advance communication application interface with emails and SMS
- i. System should be updated as per requirements of the department from time to time.

On completion of the contract or foreclosure/pre-mature termination of the contract, the Concessionaire shall pass on the IPR and the software along with the source code and the entire data asset to the Transport Commissioner, Chandigarh Administration at zero cost.”

- 4.3.3 Two network connectivity terminal (Centralized for the entire Union Territory of Chandigarh) would be provided by the successful bidder, free of cost, to the Transport Department, with access code at designated place to enable the department to access the information.

4.4 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 the Government.

4.5 DETAILS TO BE CONFIDENTIAL

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

4.6 **TRANSFER OF RIGHTS**

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

4.7 **LANGUAGE OF LAW**

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

4.8 **JURISDICTION**

All disputes concerning in any way with this agreement are subjected to Chandigarh Jurisdiction only.

4.9 **DECISIONS**

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

4.10 **NOTICE**

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

4.11 **COMMUNICATION**

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

4.12 **ACCESS TO THE PREMISES**

The Successful bidder shall allow the Secretary Transport, Union Territory of Chandigarh, Chandigarh/Registering Authority (Motor Vehicles) and any person so authorized by the Secretary Transport, U.T. Chandigarh, access to the premises of office/manufacturing/embossing station.

Identity Cards: The successful bidder shall issue Identity Cards to all it's staff/embossing station officials, to be displayed at all the time.

4.13 INSTRUCTIONS

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

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

4.14 DELAYS IN THE PERFORMANCE

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

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

- i) Forfeiture of its performance guarantee and/or
- ii) Imposition of Liquidated Damages and/or
- iii) Termination of the Agreement for default.

4.15 LIQUIDATED DAMAGES & PENALTY CHARGES

The time is the essence of the agreement. High Security Registration Plates are to be affixed on the motor vehicles in the Union Territory of Chandigarh as notified by Ministry of Road Transport and Highways, Govt. of India. After signing of the agreement, the requisite infrastructure must be ready & the actual manufacturing of HSRP must start within two months. *In case of delay in this regard, penalty @ Rs. 5,000/- per day will be applicable.*

The rate of penalty will be Rs.10,000/- per day after 30 days and Rs.15,000/- after 120 days. In case the work of affixation of High Security Registration Plates is not started within a period of 4 months, the agreement will be terminated.

If the HSRP is not kept ready for affixation within 4 days (excluding Sundays and Gazetted holidays) of receipt of authorization from Registering Authority and collection of price from the vehicle owner, then a rebate @ Rs. 50/- per day of delay per vehicle upto 7 days & thereafter @ Rs. 75/- day per vehicle will be given by the bidder to the vehicle owner. The amount thus worked out shall be refunded to the vehicle owner by the bidder.

4.15.1 In the event of failure of the Bidders to secure acceptance by the department, before the commencement date as prescribed by the Department, the department reserves the option to recover from the Successful bidder as liquidated damages and not by way of penalty, for the period after the said commencement date, until acceptance a sum equivalent to Rs.25,000/- (Rupees Twenty Five Thousand) for each working day of the failure of the successful bidder, until delay is rectified, upto a maximum of Rs.25.00 Lac (Rupees Twenty Five Lac), to secure acceptance or part thereof, without prejudice to other remedies under the agreement.

4.16 QUALITY ASSURANCE

4.16.1 The successful bidder will follow the Conformity of Production requirements as per Government Notification. In addition, the Secretary Transport, Union Territory of Chandigarh, or his representative will have the liberty to select a sample and send it for quality verification to an authorized laboratory. In case the sample fails to meet the required standards, the Secretary Transport, UT, Chandigarh will be at liberty to impose a penalty on the bidder, which shall not be less than Rs.50,000/- and which may extend to Rs.1,00,000/- on each occasion, after giving an opportunity of hearing to the bidder.

4.16.2 In case any number plate is found to be defective or not conforming to the performance warranty, the successful bidder will have to replace it with a new security plate free of cost. If at any point of time, more than 5% the High Security Registration Plates of the total number of High Security Registration Plates supplied by that time are found to be defective/of poor quality/not confirming to the specification, the Agreement will be terminated, and performance security will be forfeited & the successful bidder will be debarred/blacklisted, after giving an opportunity of hearing to the bidder.

4.17 TERMINATION OF THE AGREEMENT

The Government will have a right to terminate the agreement if the successful bidder causes breach of any or all conditions of the agreement which is not limited to the following:

- a) Failure of the successful bidder to correct such defects/irregularity within a reasonable period of time pursuant to the notice received from the Secretary Transport, Union Territory of Chandigarh. If defects/irregularities are noticed

repeatedly or there are repeated complaints against the bidder the Secretary Transport has the right to terminate the agreement and forfeit the performance guarantee.

- b) Upon the successful bidder being knowingly and directly involved in distribution of duplicate High Security Registration Plate without authority letter from the Registering Authority and/or are leaking the security features,
- c) Failure of the successful bidder to submit valid "Conformity of Production Certificate" periodically as per the guidelines of the approved Test Agency, to the Transport Department.
- d) Any document submitted by the bidder as part of the bid is found to be incorrect/ not authentic.
- e) In case there are complaints of overcharging/poor quality.
- f) In the event of termination, for any reason, during the pendency of agreement, transport department shall impose penalty/reserves the right to ask to continue till alternative arrangements are made/and reserve right to enter into agreement with any person/company as the case may be as deemed fit by the Secretary Transport, Union Territory of Chandigarh. The successful bidder would handover reports and databases maintained with their structure to the department for continuity of operations. In no case such data/information maintained by the successful bidder should be exploited or sold to third party for any other gain.
- g) In case of material breach of the agreement by the successful bidder for any of the above reason, the government shall have the right to terminate the agreement and forfeit the performance security.
- h) The agreement can be terminated/short closed by the Government due to changes in Central/Union Territory of Chandigarh laws/policies/instructions &/or due to technological changes &/or there are any changes in the scheme.

4.18 **FORCE MAJEURE**

- 4.18.1 Notwithstanding the provision of Clause 4.15, 4.16 and 4.17, the successful bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or

other failure to perform its obligation under the contract is the result of an event of Force Majeure.

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

4.18.2 If a Force Majeure situation arises, the bidder shall promptly notify the department in writing of such conditions and the cause thereof. Unless otherwise directed by the department in writing, the successful bidder shall continue to perform its obligations under the agreement 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 agreement, by giving a written notice of minimum 30 days to the successful bidder, if as a result of Force Majeure the successful bidder is unable to perform a material portion of the services for a period of more than 60 days.

4.19 **ARBITRATION**

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

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

4.19.3 In the case of a dispute or difference rising between the Department and the Successful bidder relating to any matter arising out of or connected with this Agreement, such dispute or differences shall be referred to the award of two arbitrators, one arbitrator to be nominated by the Department and the other to be nominated by the Successful bidder or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference, and in case the arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India /Institution of Engineers, India, The award of the arbitrators, and in the event of their not agreeing,

of the umpire appointed by them or by the Arbitration Council of India/Institutions of Engineer, India shall be final and binding on the parties.

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

4.19.5 The venue of the arbitration shall be Chandigarh.

4.19.6 The Department may terminate this agreement, by giving a written notice of termination of minimum 30 days, to the Successful bidder, if the Successful bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 4.19.

4.20 **PASSING OF INTELLECTUAL PROPERTY RIGHTS (IPR), SOFTWARE, ETC.**

4.20.1 The successful bidder on completion of the agreement or foreclosure/pre-mature termination of the contract, shall pass on IPR and the software alongwith the Source code to the Secretary Transport, Union Territory of Chandigarh at zero cost.

4.21 **SUSPENSION**

4.21.1 The Department may, by a written notice of suspension to the Successful bidder, suspend the Agreement if the Successful bidder fails to perform any of its obligations under this agreement, (including the carrying out of the services) provided that such notice of suspension :

- i) shall specify the nature of the failure and
- ii) shall request the Successful bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful bidder.

4.22 **CESSATION OF RIGHTS AND OBLIGATIONS**

4.22.1 Upon termination of the Agreement pursuant to any of the Paras 4.15, 4.17, 4.18 and 4.19 above, or upon expiration of this agreement, all rights and obligations of such parties hereunder shall cease, except :

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

4.23 **CESSATION OF SERVICES UPON TERMINATION**

4.23.1 Upon termination of the Agreement pursuant to any of the Paras 4.15, 4.17, 4.18 and 4.19 above, the successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

4.23.2 Unless terminated earlier under Paras 4.15, 4.17, 4.18 and 4.19, the agreement shall terminate on the completion of the period of 3 Years of the execution of the agreement.

SECTION-V

SPECIFICATIONS OF THE HIGH SECURITY REGISTRATION PLATES

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

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

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

1. This Order may be called as THE MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001.
2. It shall come into force on the 28th day of September, 2001 in case of new registered vehicles from that date and in case of already registered vehicles, two years from the date of publication of this Order in the Official Gazette.
3. **Application-** This Order shall apply to motor vehicles as defined in clause (28) of section 2 of the Motor Vehicles Act, 1988 (59 of 1988).
4. A manufacturer or supplier of new high security registration plates shall comply with the following specifications, namely:-
 - (i) The manufacturer or supplier shall have a certificate from the Central Road Research Institute, New Delhi or any one of the testing agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989.
 - (ii) The registration plate shall conform to the specifications spelt out in rule 50 of the Central Motor Vehicles Rules, 1989; and shall conform to ²[DIN 74069 – 1975 and ISO 7591 – 1982, as amended from time to time till such time as the corresponding BIS specifications are notified.] The registration plate has to be guaranteed for imperishable nature for a minimum of five years.
³[(ii-a) The size of the registration plate for different categories of vehicles shall be in accordance with clause (vi) to sub-rule (1) of rule 50 of the Central Motor Vehicles Rules, 1989. However, in case of motorcycles, the size of the plate may be used 285 x 45 mm.]
 - (iii) The background colour of the letters in the High Security Registration plates shall be the same as per the colour scheme prescribed in the Notification of the Government of India in the Ministry of Shipping, Road Transport & Highways No. G.S.R. 221 (E),

dated 28-3-2001, namely, in black colour on yellow background in case of transport vehicles and in black colour on white background in other cases. The letters of registration mark shall be in English and the figures shall be in Arabic numerals, and the letters and numerals shall be embossed and hot stamped.

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

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

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

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

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

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

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

(vii) The third registration plate in the form of a self destructive type chromium based hologram sticker shall be of the size 100 mm x 60 mm is to be affixed on the inner side of the left hand corner of windshield of the vehicle. The details on the sticker shall be (i) name of registering authority, (ii) registration number of the vehicle, (iii)

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

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

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

SECTION-VI

FINANCIAL BID FORM

HIGH SECURITY REGISTRATION PLATE SCHEME

1. NAME OF THE FIRM;
2. ADDRESS;

S.No. (1)	Item (2)	Weight attached (%) (3)	Specifications (4)	Rate in Figures / Words (5)	Total (3Xsub-total at 5) (6)
1.	Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – scooters, motor cycles, mopeds.	47.68 (W1)	200x100 mm		=T1
			285x 45 mm		
			Snap Lock (pair)		
			Sub-Total		
2.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles/Passenger Cars	49.03(W2)	340 x 200 mm		=T2
			500 x 120mm		
			3 rd Regn plate (sticker)		
			Snap Lock (Pair)		
Sub-Total					
3.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Commercial Vehicles /combination.	3.29(W3)	340 x 200 mm		=T3
			340 x 200 mm		
			3 rd Regn plate (sticker)		
			Snap Lock (Pair)		
Sub-Total					
4.	Sum of weights (W1 + W2+W3)	100			
Sum Total Amount (T1+T2+T3)					

1. **The price shall be inclusive of all Taxes and Levies.**
2. Weights attached have been arrived at by the department on the basis of approximate percentage of type of vehicles registered in the Union Territory of Chandigarh during the period 2009-till 30th April 2011.
3. A premium of 20% on the above rates can be charged from the Vehicle Owner for replacement supplies.
4. **The price will be charged from the vehicle owner based on the size of plates/items actually supplied to the vehicle owner.**
5. The sum total of Column no.6 shall only be considered to adjudge the lowest bidder (L1).

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

AUTHORISED SIGNATORY

SECTION-VII

ANNEXURE I

Report from Embossing Stations to Registering Authority

Date: _____

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

ANNEXURE IA

MONTHLY STATEMENT FROM Approved Successful bidder TO REGISTRATION AUTHORITY

Month_____

S. No.	Category	Number of new vehicle affixed	Price charged	Number of existing vehicle affixed	Price charged	Replacements	Price Charged	Total Amount
1	Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – scooters, motor cycles, mopeds.							
2	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles/Passenger Cars							
3	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Commercial Vehicles /combination.							
4	Registration Plate size 500 x 120 mm							
5	Registration Plate size 340 x 200 mm							
6	Registration Plate size 200 x 100 mm							
7.	Registration Plate size 285 x 45 mm							
8.	3 rd Registration Plate sticker inclusive of printing							
9.	Snap Lock							

ANNEXURE IB

MONTHLY REPORT FROM Approved Successful bidder TO REGISTERING AUTHORITY

- i. Laser number (s) encoded on the HSRP issued _____
- ii. Name of the vehicle owner _____
- iii. Address of the vehicle owner _____
- iv. Type and make of vehicle _____
- v. Whether old or new vehicle _____
- vi. Date of receipt of Authorization for HSRP from RA _____
- vii. Date of receipt of Price from Owner _____
- viii. Date of affixation of HSRP to Owner's vehicle _____
- ix. Number of old registration plates in stock at affixing station _____

Report from Approved Successful bidder to Transport Department

Month: _____

Registering Authority	Applications received.		Registration Plates Supplied		Back log (if any)	Remarks
	New Registration	Existing vehicles	New Registration	Existing vehicles		
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
13.						

Letter of Application

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

Date :

To
The Secretary Transport, Union Territory of Chandigarh,

Ref. : Supply of High Security Registration Plates in the Union Territory of Chandigarh on BOO basis.

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 *qualification* to bid on the contract on implementation of High Security Registration Plate Project.
2. Certified copies of original documents defining^(*):
 - (a) Bidder's legal status;
 - (b) Principal place of Business;
 - (c) Place of registration; are being submitted as per relevant annexure.
3. Authority letter(s) for signatory(ies) are also attached.

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

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

provided in this application such as the resources, experience, and competence of the Bidder.

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

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

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

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

- (c) The Transport Department shall not be liable for any such actions under 6 (c) above.

- 7. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture/consortium. We also specify the financial commitment in terms of the percentage of the value of (each) contract, and the responsibilities for execution of the (each) contract.

- 8. 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/consortium agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.

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

Authorised signatory

Signature: _____

Name : _____

Seal :

Turnover Record

Name of Bidder

All individual companies and all partners of a joint venture/all members of the consortium 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/consortium), 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/each member of the consortium.

Bidders 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 (in Indian currency) (Rs. in Crores)
1. 2008-2009	
2. 2009-2010	
3. 2010-2011	

Note: Certificate from Chartered Accountant/ Bank to be attached.

ANNEXURE V

Joint Venture/Consortium Summary

Name of all partners of a joint venture/consortium
1. Major Partner/Lead member
2. Partner (B)
3. Partner (C)

A. Annual Turnover Data (From all sources in Indian currency)
(Rs. in Crores)

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

Name, address and Contact Number (Telephone and Fax) of Bankers to the Bidder:

Details regarding financial responsibility and participation (percentage share or remuneration) of each member in the Joint venture/consortium. Attach a Memorandum of Understanding for the Proposed agreement of Joint venture/consortium which should lay down responsibility regarding work and financial arrangements in respect of each of the member in the Joint venture/consortium.

AFFIDAVIT*

(In case of Joint venture/consortium to be given separately by each member)

1. I, the undersigned, do hereby solemnly affirm and declare that all the statements made in the required attachments in envelope no.1 (Pre-qualification bid) and envelope no. 3 (Technical bid) are true and correct.
2. The undersigned also hereby certifies that neither our company/joint venture/consortium _____ nor any of its constituent members have abandoned any work on High Security Registration Plates in India or abroad nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any authority, bank, person, firm or corporation to furnish pertinent information as deemed necessary and required by TRANSPORT DEPARTMENT to verify this statements 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 signed by authorized notary.

ANNEXURE VII

General Information

All bidding companies and each member of a joint venture/consortium applying for pre-qualification are requested to complete the information in this form.

1.	Name of Bidder	
2.	Head office Address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of registration	Year of registration
6.	Place of manufacturing facility, production with complete address.	
7.	Proof of occupation of the premises.	

Nationality of Directors		
	Name	Nationality
1.		
2.		
3.		

Structure and Organization

1. The Bidder is

- (a) a Company registered under the Companies Act, 1956.
- (b) a joint venture/consortium
(If yes, give complete information in respect of each member)

2. **Attach the Organizational Chart showing the structure of the organization including the name of the Directors and position of officers.**

3. **For how many years has your organization been in business of similar works? What were your fields when your organization was established ? Whether any new fields were added in your organization ? And if so, when?**

4. Give details of your Registration Plate testing laboratory, if any (include full range of equipments available; 'make', year and functional conditions details etc. including present status indicating their availability for the contract (s) being applied for)

5. Give details of your experience in using decentralized Registration Plate manufacturing equipment and quality control systems that you would adopt.

6. Give details of your experience in manufacturing/supply of 3rd Registration Plate. (Include your method stated for this item).

7. Give details of your experience in snap lock system for Registration Plates (include your method stated for this item).

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

Equipment Capabilities

UNDERTAKING

I, the undersigned do hereby undertake that our Company/Joint Venture/Consortium._____ shall deploy all equipments required for implementation of the project as per technical specifications as laid down in the said Notification.

I, undertake that, I shall be furnishing within 7 (Seven) days of commencement of our commercial production, a certificate of Commencement by any qualified Chartered Engineer, on which the Authorities may conduct technical verification and subsequent verifications as per the Bid terms.

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

Details of Participation in the Joint Venture/Consortium

[Indicate responsibility and extent of participation in respect of finance, planning, Registration Plate manufacturing equipment, key personnel and execution of the work of the lead member of the joint venture/consortium and of each of the Joint Venture members/consortium]

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

Personnel Capabilities

UNDERTAKING

I, the undersigned do hereby undertake that our Company/Joint Venture/Consortium _____ shall make provision for suitably qualified personnel to fill the key positions as required during contract implementation. I also undertake to provide personnel for the key positions specified in Annexure - XII satisfying the qualification and experience requirements.

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

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

S. No.	Personnel	Qualification and Experience
1.	Project Manager	
2.	Planning & Monitoring	
3.	Manager for Logistics, for Union Territory of Chandigarh	
4.	Embossing Station In charge*	
5.	Embossing Technicians*	
6.	IT & network In charge*	
7.	Fitment engineer**	

* For each Embossing Station

** For each Registering Authority

UNDERTAKING

I/we _____, hereby solemnly affirm and undertake that the bidder has the manufacturing facility in the territory of India and further that the infrastructure required and necessary for carrying out the work as prescribed under the scope of the bid document shall be made operational within the period stipulated in the bid document.

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

ANNEXURE XIV

Current Contract commitments / works in progress in India

Name of the Bidder

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

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

ANNEXURE-XV

**TOTAL NUMBER OF MOTOR VEHICLES REGISTERED DURING 2009- April-2011
(APPROXIMATE)**

Year	2 wheelers/scooters motor cycles, mopeds	LMV (Non Transport)/ Personal vehicles	Commercial vehicles
Jan 2009 – till Oct 2009	16786	16662	1855
From Nov.2009 to till April, 2011	34864	36432	1718

AFFIDAVIT

I _____ s/o _____

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

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

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

Place :
Date :

DEPONENT

VERIFICATION

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

Place :
Date :

DEPONENT

ANNEXURE - XVII

UNDERTAKING

I, the undersigned, do hereby undertake that our Company/Joint Venture/Consortium is the authorized vendor of _____, a company which is the manufacturer of High Registration Plates conforming to the requirements of Rule 50 of Central Motor Vehicles Rules, 1989. An attested copy of the authority letter from the manufacturer is enclosed. I further undertake that I have Type Approval Certificate from testing agencies authorized under Central Motor Vehicles Rules, 1989.

Signed by an authorized officer of bidder

Title of the Officer

Name of the Bidder

Date

ANNEXURE XVIII

UNDERTAKING

I, the undersigned do hereby undertake that our Company/Joint Venture/Consortium shall provide online software implementation as per the requirements of the State Government. The software inter-alia will have the following features:-

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

Signed by an authorized officer of bidder

Title of the Officer

Name of the Bidder

Date

ANNEXURE XIX

UNDERTAKING

We, the undersigned, members of _____ Joint Venture/Consortium, do hereby undertake that none of us is member of any other Joint Venture/Consortium which is/are participating in the bidding process for High Security Registration Plate Project in the Union Territory of Chandigarh.

Signed by Member -1

Signed by Member -2

Signed by Member -3

Date