

**GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF TRANSPORT
ITANAGAR/ NAHARLAGUN (A.P)**

**BID DOCUMENTS FOR
MANUFACTURING AND AFFIXING OF
HIGH SECURITY REGISTRATION
PLATES**

2011

TOTAL PRICE- Rs 25,000(Rupees Twenty five thousand) Only

GOVERNMENT OF ARUNACHAL PRADESH
TRANSPORT DEPARTMENT TENDER DOCUMENTS FOR ISSUANCE
OF HIGH SECURITY REGISTRATION PLATES

TENDER NOTICE

High Security Registration Plate has been introduced by the Government of India as the highly sensitive product for prevention of counterfeiting and duplication of Registration Plate and the Government of Arunachal Pradesh intends to implement the aforesaid scheme as prescribed in Rule 50 of the Central Motor Vehicles Rules, 1989 (hereinafter referred to as "Rules") and order issued in this respect by the Government of India and to ensure uniformity in size, colour and specification of the High Security Registration Plate for all type of vehicles being registered/already registered as per provisions of the Rules. It is, therefore, intended to select an eligible Bidder having type approval certificate from agencies authorized in this behalf by the Government of India and who has required experience, expertise and exposure for such complex work in India. The Director of Transport, Arunachal Pradesh, on behalf of the Government of Arunachal Pradesh invites Bids for selecting Bidder to create infrastructure for supplying and affixing of High Security Registration Plate in entire State of Arunachal Pradesh in conformity with the said Rules.

The Transport Director, Arunachal Pradesh, on behalf of the Government of Arunachal Pradesh invites Bids for selecting Bidder to create infrastructure for supplying and affixing of High Security Registration Plate in entire State of Arunachal Pradesh in conformity with the said Rules.

The Bidder implementing the project will establish necessary infrastructure for the issuance and affixing of High Security Registration Plates, maintain and operate the infrastructure, formalities, services and establishment so created, at his own risk and costs including Site implementation and Networking within the State of Arunachal Pradesh.

Tender Documents may be purchased from the Office of the Director Transport, Arunachal Pradesh, Naharlagun from 27-10-2011 to 15-11-2011 both days inclusive, between 10:30 hrs to 16:00 hrs, against non-refundable fee of Rs. 25,000/-in cash or by Demand Draft issued by any Nationalized Bank payable at Naharlagun in favour of Director of Transport Govt. of Arunachal Pradesh.

Bid must be accompanied with the EMD of Rs 50,00,000/-(Rupees Fifty lakhs only) in the form of Bank Draft drawn in favour of Director Transport ,Arunachal Pradesh payable at Naharlagun SBI or in Bank Guarantee of the same amount issued by a Nationalised Bank. Bank Guarantee should be in favour of Director of Transport Arunachal Pradesh, Naharlagun valid for the period of 6(Six) months.

Tai Kaye (APCS)

Dated: 25-10- 2011

Director of Transport
Arunachal Pradesh, Naharlagun

SCHEDULE FOR INVITATION TO TENDER

A	Name of the Client	Government of Arunachal Pradesh through Director of Transport, Govt. of Arunachal Pradesh, Naharlagun.
B	Address from where the Tender Documents can be obtained.	Office of the Director of Transport , Arunachal Pradesh, Naharlagun-791 110
C	Addressee and Address where Tender Documents have to be submitted.	Office of the Director of Transport, Govt. of Arunachal Pradesh, Naharlagun-791 110.
D	Pre-bid Conference	On 11-11-2011 in the office of Director of Transport, Naharlagun at 11:00 AM
E	Time and date for submission of Tender Bids.	On 27-10-2011 to 15-11-2011 between 10:30hrs to 16:00hrs.
F	Time and place and date for opening of the Technical Bids.	a. Time: 10:00hrs b. Date: 16-11-2011 c. Place: Office of the Director of Transport, Govt. of Arunachal Pradesh, Naharlagun-791 110
G	Time and place and date for opening of the Financial Bids.	a. Time: 10:00hrs b. Date: 17-11-2011 c. Place: Office of the Director of Transport, Govt. of Arunachal Pradesh, Naharlagun-791 110

Important Notes

1. The Bids are to be delivered within the stipulated time on the date specified above.
2. Conditional Bids shall be summarily rejected.
3. Bids must be delivered at the Office of the Director of Transport, Near Barapani Bridge, Naharlagun latest by 15-11-2011 between 10.30 hrs to 16.00 hrs and will be opened as per schedule indicated in the instructions to the Bidders in the Tender Documents.
4. The offers will be based on the requirement of the provisions of Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof and MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time and the requirements of the Office, which are laid down in this Tender Document.
5. Name with locations of DTO offices in the State of Arunachal Pradesh with statistical data of vehicles registered, are available in the Tender Document.

DIRECTOR OF TRANSPORT
ARUNACHAL PRADESH,
NAHARLAGUN

GOVERNMENT OF ARUNACHAL PRADESH**INDEX**

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DISCLAIMER

- 1** The information contained in this Tender Document is provided to applicant(s) on the terms and conditions set out in this document.
- 2** The purpose of this document is to provide interested parties with information to assist in the formulation of their application pursuant to this Tender Document. This document includes statements, which reflect assessments arrived at by the Authority in relation to the Project. Such assumptions and statements do not purport to contain all the information that each applicant may require. Each applicant should conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessment and information contained therein.
- 3** The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder, under any law, statute, Rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Document, or otherwise including the accuracy, adequacy, correctness, reliability or completeness of the Document and any assessment, assumption or information contained therein or deemed to be part of this Document or arising in any way with pre-qualification of applicants for participation in the Bidding process.
- 4** The issue of this Tender Document does not imply that the Authority is bound to select and shortlist any or all applications for further processing, and Government reserves the right to reject all or any of the applications or Bids without assigning any reasons whatsoever.

SECTION – I
INSTRUCTIONS TO THE BIDDER

1.1 DEFINITIONS

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

1. **"Act"** shall mean The Motor Vehicle Act, 1988 as amended from time to time.
2. **"Agreement"** means an Agreement executed between Government of Arunachal Pradesh and the successful Bidder, in furtherance of the Bid, if accepted.
3. **"Arbitration"** means arbitration held in accordance with the Arbitration and Conciliation Act, 1996.
4. **"Authority"** shall mean and include an officer of the Transport Department, Government of Arunachal Pradesh as designated by the Government of Arunachal Pradesh or any other Agency of the Government of Arunachal Pradesh including Tender Committee so authorized by the Government of Arunachal Pradesh for this purpose.
5. **"Bid"** means the documents in their entirety comprised in the Bid submitted by the Bidder in response to the tender document in accordance with the provisions thereof.
6. **"Bidder"** shall mean a Company or a Corporation or a Joint Venture, registered under relevant Act, having valid Type Approval Certificate in its name.
7. **"Contractor"** shall mean the Bidder to whom contract is awarded.
8. **"Conformity of Production (COP)"** is a procedure of periodic evaluation, testing and certification as defined and certified by the Respective Test Agencies.
9. **"Department"** shall mean the Transport Department of Government of Arunachal Pradesh.
- 9A **"EMD"** means earnest money deposit as mentioned in Clause 2.3.2 of this Tender Document
10. **"Embossing Station"** means unit for Embossing of the Characters and other designated word attached / assigned to the Registering Authorities.
11. **"Financial Capability"** means financial worthiness of Bidders as per the terms of the Tender Document.
- 11A **"GoAP"** means Government of Arunachal Pradesh
12. **"Government"** shall mean both the State Government of Arunachal Pradesh and Central Government of India as the case may be.
13. **"High Security Registration Plates"** or **"HSRP"** shall mean the registration mark as specified under the provision of Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof and MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time by the Government of India.
14. **"Invitation of Bid"** means the advertisement published in accordance with the legal requirements or public notice or by other means to prospective Bidders of the forthcoming opportunity to Bid.
15. Joint Venture duly incorporated under provisions of the Companies Act, 1956 and possessing Type Approval Certificate in its own name shall mean the combination of minimum of two and a maximum of five entities, of which at least one of the entities is

an Indian entity and of which one entity is the Lead Member, duly nominated by all other members of that Joint Venture. The Lead Member shall commit to hold an equity stake of at least 50 % in the Joint Venture. Rest of the members, if any, may possess remaining equity share.

16. **"Letter of Intent"** or **"LOI"** means the letter communicating intention of formal acceptance of the Bid by the Government of Arunachal Pradesh.
17. **"Notification"** shall mean and include all orders, directives and intimations issued by the Government in Official Gazette.
18. **"Payment"** shall mean the amount payable by the vehicle owner to the Bidder.
19. **"Period"** shall mean entire period of 10 years and 3(three) months of the contract with effect from the date of signing of the Agreement.
20. **"Manufacturer"** shall mean individual / firm or the corporate entity engaged in carrying out the manufacturing activity of the High Security Registration Plates.
21. **"Registering Authority"** shall mean the transport authorities of the Government of Arunachal Pradesh who have been empowered to issue registration certificates.
22. **"Power of Attorney"** means a document executed on the prescribed non-judicial stamp paper, duly notarized, as per the law in the respective state / country.
23. **"Receipt"** shall mean the date on which the information / letter from the Department has been served on the Bidder, and for the purposes of this document, shall mean the date on which the above information / letter has been faxed to the Bidder and such date shall be deemed to be the date of receipt specified under various provisions of Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof as amended from time to time.
24. **"Rules"** shall mean the Central Motor Vehicles Rules, 1989 and Arunachal Pradesh Motor Vehicles Rules, 1991 as amended from time to time.
25. **"Scheme"** shall have the meaning as per Clause 1.2 of this document.
26. **"Security Deposit"** means the unconditional Bank Guarantee that provides protection to the Government of Arunachal Pradesh for the completion of the contract.
- 26(A) **"Successful Bidder"** Prior to the signing of Agreement, the Bidder whose Bid has been accepted by the Government of Arunachal Pradesh, shall be known as successful Bidder.
- 26(B) **"Tender Committee"** shall mean Committee constituted by Government of Arunachal Pradesh for the evaluation of the Bid.
- 26(C) **"Tender Document"** means this tender document.
27. **"Type Approval"** shall mean the approval accorded by the designated Test Agencies as per Test procedure prescribed and to be submitted as mentioned in the Tender Document.
28. **"Experience"** means experience of minimum one year before last date for submission of Bid, in the field of manufacturing and affixing of High Security Registration Plates in any State / Union Territory of India, in conformity with provisions of Central Motor Vehicle Rules, 1989 as amended from time to time, with special emphasis on Rule 50.
29. **"Testing Agencies"** shall mean such institutes / testing agencies as are authorized by Central Government under Rule 126 of Central Motor Vehicle Rules, 1989 to test and approve the manufacture of High Security Registration Plates and issue and grant of the Type Approval and Certification of Conformity of Production (COP).

30. “**Director Transport**” shall mean Director of Transport, Government of Arunachal Pradesh.
31. “**User Agency**” shall mean any Government department in any State/ Union Territory of India which is responsible for, as per statute, the issuance of Registration certificates for vehicles, with High Security Registration Plates.

1.2 **OBJECTIVE OF SCHEME**

- 1.2.1 Objective of this Scheme is to implement in the state of Arunachal Pradesh, the Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof regarding affixing of High Security Registration Plate and order issued by the Central Government in this regard from time to time and to ensure uniformity in size, colour and specifications of the High Security Registration Plates all over India to all types of Vehicles being registered/ already registered as per provision of the Rules.
- 1.2.2 High Security Registration Plates and the 3rd Registration Plate shall be issued and fixed strictly in the manner prescribed and in accordance with the provision specified in Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof and MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time, at the premises of the Registering Authority.
- 1.2.3 **Objective of this bidding process**

Objective of the Bidding process is to select the Contractor and to ensure that Bidder selected by the Government of Arunachal Pradesh complies with the overall objective of the Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof and MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time and has capability and capacity to invest and build necessary infrastructure, so that the Scheme becomes operational from the date as specified in the Agreement to be signed with the Successful Bidder.

Since High Security Registration Plate has been introduced by the Ministry of Road Transport & Highways, as a highly sensitive product for prevention of counterfeiting and duplication of High Security Registration Plates, it is intended to select a Manufacturer who has the required experience, expertise and exposure for such complex work in India, so that the security objective of the Scheme is not diluted or vitiated. In view of the strictest adherence of High Security features and to ensure accountability of the Successful Bidder, no subletting / outsourcing / subcontracting / appointment of franchisee of the project work will be allowed by the Government of Arunachal Pradesh under any circumstances. However, the Contractor shall be allowed to deploy its own authorized employees.

1.3 **SCOPE OF BID**

- 1.3.1 The Transport Director, on behalf of the Government of Arunachal Pradesh invites Bids for selecting a Bidder to create infrastructure and supplying and affixing of High Security Registration Plates to all types of vehicles in the entire State of Arunachal Pradesh in conformity with the Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof as amended up to date and orders issued by Ministry of Road Transport & Highways, Government of India vide various notifications hereinafter referred as "**said notifications**" and Central Motor Vehicle Rules, 1989 amended from time to time, with special emphasis on Rule 50.
- 1.3.2 The scope of the work includes establishing and creating complete infrastructure to manufacture and provide/fix High Security Registration Plate to all the vehicles in the State of Arunachal Pradesh in conformity with technical parameters contemplated in "**said notifications**" and Central Motor Vehicle Rules, 1989 amended from time to time, with special emphasis on Rule 50. The work shall be carried out in accordance with the specifications detailed in this Tender Document including inter alia the Section-V of this document titled "Size & Technical Specifications of the High Security Registration Plates".
- 1.3.3 The details of vehicles already registered are annexed at Annexure No. I. The number of vehicles registered during 2010-11 is annexed at Annexure No. II. As per current trends, newly registered vehicles are increasing 5-10 % per year. However the Government of Arunachal Pradesh is not responsible in any way for increasing or decreasing trends during subsequent years.

1.4. **PROJECT IMPLEMENTATION**

- 1.4.1 The Successful Bidder shall set up, install, operate and establish complete infrastructure within the stipulated period.
- 1.4.2 The Successful Bidder implementing the project will assemble, establish, procure technology, design, develop, produce, emboss, affix and distribute the High Security Registration Plates. The Successful Bidder will also maintain and operate the infrastructure, facilities, services and establishment so created at his own risks and costs. Successful Bidder will also be responsible for establishing Embossing Stations, Site implementation and Networking within the State of Arunachal Pradesh, and a centralized Blanks manufacturing unit in the territory of India.

1.5 **ELIGIBLE BIDDERS**

This invitation for Bid is open to all the Bidders who fulfill all the following criteria on cumulative basis:

- 1.5.1 The Bidder must be in possession of a valid "Type Approval Certificate" in its own name, from the testing agencies as authorized under Rule 126 of Central Motor Vehicle Rules, 1989 as amended.

1.5.2 The Bidder shall submit an affidavit as per Annexure IX-A (which relates to the requirements laid down by GoI). The Bidder or any of the Directors of Bidder or its constituent entities or their Directors must not have 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.

1.5.3 **FINANCIAL CAPABILITIES**

- i) The Bidder must have a minimum net worth, equivalent to Rs 40 crores (Certificate from the Chartered Accountant to be attached with the Bid).
- ii) The Bidder must attach a solvency certificate of minimum Rs 40 crore from its banker, to prove his financial soundness to execute and invest in this project.

1.5.3.1 For the purpose of above evaluation, if the Bidder is a Joint Venture, the financial capabilities of its constituent entities shall be considered in the ratio of their share holding in the JV.

1.5.4 **REQUIREMENT OF THE BID PROPOSAL :**

1.5.5 The Bidder must provide complete set of Samples of each size of High Security Registration Plate, including third registration plate and snap lock, for all types of vehicles, strictly as per specifications, conforming to provisions of Central Motor Vehicles Rules, 1989 as amended from time to time, with special emphasis on Rule 50, and shall be duly marked and sealed along with the Bid documents in a separate envelope.

1.5.6 **NO SUBLETTING ETCETERA**

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

1.6 SIGNING OF THE BID

1.6.1 If a limited company or a corporation submits the Bid, a duly authorized person holding power of attorney for signing the Bid document, in which case a certified copy of the power of attorney shall accompany the Bid, shall sign it.

1.6.2 If the Bid is submitted by a Joint Venture, the authorized representatives shall sign it. A certified copy of Power of Attorney in favour of the authorized representative, signed by legally authorized signatories of all the partners of a Joint Venture, shall accompany Bid document. All partners of a Joint Venture shall be jointly and severally liable for execution of the contract in accordance with the terms and conditions laid down in the Bid. The ownership or the composition or the constitution of the Company / Corporation / Joint Venture shall not be altered without the prior consent of the Government of Arunachal Pradesh.

1.6.3 The original Bid shall be printed, typed or ink written, and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid, and where corrections or amendments have been made, shall be initialed by the person or persons signing the Bid.

1.6.4 The Bid shall ordinarily contain no alterations or additions. In case there is any alteration or addition, the same should be initialed by the person authorized to sign the Bid before submission of the Bid.

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

1.6.6 The Bidder should submit memorandum of association and articles of association of the company / corporation / Joint Venture along with the latest details of Board of Directors of the company / corporation / Joint Venture. In case of signing of Bid by person other than Managing Director (MD) or Company Secretary of the company / corporation / Joint Venture, a copy of resolution duly authenticated resolved by the Board of Directors or proper legal authority issued by the MD/Chief Executive Officer authorizing the signatory in the matter should be submitted.

1.7 THE BID DOCUMENT

1.7.1 The cost of the Bid document will be Rs **25,000/-**(Rupees Twenty Five Thousand) only. Only the Bidder, in whose name the Bid document has been purchased, shall submit the Bid document.

1.7.2 The Bid Document purchased from department is not transferable.

- 1.7.3 Intending Bidders are required to carefully go through the instructions included in the Tender Document and furnish complete information, necessary documents duly filled in.
- 1.7.4 The Bidder shall bear all cost(s) associated with the preparation and submission of Bid and the Government of Arunachal Pradesh will in no case be responsible or liable for such cost.

SECTION-II

PREPARATION OF BIDS

2.1 LANGUAGE OF BID

The Bid and all correspondence and documents relating to the Bid exchanged between the Bidder and the Government shall be in English Language only.

2.2. MANNER OF SUBMISSION OF DOCUMENTS

The offer shall contain the following documents and be submitted in 2(Two) separate envelopes numbered and marked on the cover in the manner detailed below. Both the sealed envelopes should be sealed in a separate big envelope which shall be marked "BID for HIGH SECURITY REGISTRATION PLATE SYSTEM" and addressed to Director of Transport, Office of Director of Transport, Arunachal Pradesh, Naharlagun, and must have the Bidder's complete name, and other contact details on the main cover envelope.

2.3 ENVELOPE No. 1 – TECHNICAL BID :

The first envelope clearly marked as: **Envelope No 1 (TECHNICAL BID)** must contain the following:

2.3.1 Original cash receipt in respect of purchase of Tender document.

2.3.2 The Earnest Money Deposit (EMD) of Rs. 50,00,000 (Rupees fifty lakhs) only shall be in the form of crossed Bank Draft issued by Nationalized Bank, drawn in the name of the Director of Transport, Arunachal Pradesh, payable at Naharlagun, or in the form of Bank Guarantee of the same amount issued by a Nationalized Bank and valid for a period of 6 months. The Bank Guarantee shall be as per Annexure No II-A. LoI to the Successful Bidder will be issued only after verification of the Bank Guarantee from the issuing bank.

2.3.3. Attested "Type Approval Certificate" for each size and type of High Security Registration Plates issued by Testing Agencies authorized by the Government of India to supply the High Security Registration Plate (original shall be produced at the time of opening of Bid) of approved parties.

2.3.4 The envelope shall also contain application on the letter head of the Bidder as per Annexure No. III, which shall be signed in ink by the Authorised Signatory, and shall be accompanied with:

a.	General Information	As per Annexure –IV
b.	List of Directors for each of its constituent entities, at a date not earlier than 03 (three) months of the last date of Bid submission. This list may be downloaded from the website of Registrar of Companies having jurisdiction, duly certified by their Company Secretary.	As per Annexure-V
c.	Certificate of Incorporation	As per Annexure-VI
d.	Details of Turnover as required under Clause 1.5.3 (ii) and accompanied with documents in support of Balance sheet and Turnover as mentioned therein	As per Annexure-VII
e.	Original Certificate from a Chartered Accountant giving proof of the Bidder having minimum Net worth of Rs. 40 crores.	
f.	Experience record in the field of High Security Registration Plates in India. Attested copies of the certificates issued by respective User Agencies shall also be submitted.	As per Annexure-VIII
g.	Affidavits (2)	As per Annexure-IX
h.	Undertaking	As per Annexure-X

2.3.5 Bank Solvency Certificate equivalent to Rs 40 crores of the Bidder

2.3.6 Profile and constitution of the Bidder and Memorandum and Articles of Association, which includes business related to High Security Registration Plate as one of the objects.

2.3.7 Power of Attorney authorizing signatory of the Bid.

2.3.8 A brief write up on the overall understanding of the concept of High Security Registration Plate Scheme and method of implementation in the State of Arunachal Pradesh.

2.3.9 A comprehensive and complete solution, on how the High Security Registration Plate Project would be implemented, including integration of end-to-end IT requirements. The Bidder should give the Data Flow Diagram for the entire system enumerating the Data Information Flow, Implementation, and Operational

Flow Chart etc. along with its understanding of the project. The Bidder should also invariably give the details of 'ON LINE' management system and access method relating to the issuance of High Security Registration Plates.

- 2.3.9. A The Bidder shall give complete break up of infrastructure and facilities to be created for covering the different Registering Authorities in Arunachal Pradesh, with the logistics plan and delivery mechanism and the number of embossing stations proposed in the State of Arunachal Pradesh if needed, in addition to the *mandatory* locations given in Annexure XI of this document, and broad details of equipments / facilities to be installed in each embossing station. The Bidder shall ascertain all relevant facts regarding the State of Arunachal Pradesh at his own cost and expenses.
- 2.3.10 Bidder shall have to submit copy of Income Tax Return bearing Permanent Account Number (PAN) submitted to the Income Tax Officer of the concerned circle, for the previous two financial years i.e. 2008-09 and 2009-10 and TIN number issued by concerned Sales Tax / Trade Tax Office, along with the Bid.
- 2.3.11 Details of all major orders executed and in execution stage, must be mentioned with Areas / products or services, with special reference to High Security Registration Plates projects backed with related Information Technology, Projects executed and under execution in the Transport sector.
- 2.3.12 The Bidder should enclose documents relating to the tie-up for sourcing of the following:
- Reflective Sheeting
 - Aluminum Plates
 - Hot stamping Foils
 - Holograms
 - Laser Printing
 - Snap Locks
 - Blank Processing Units
 - Embossing machines & Hot Stamping machines.
- 2.3.13 The Bidder shall provide the following details of the manufacturing facility; which shall be liable for inspection as contemplated.
- Location of the main unit.
 - Area of Land.
 - Production Capacity.
 - Details and make of equipments installed.
 - Date by which the unit has/will become operational.
 - Copies of necessary approvals & Factory Licenses.
 - Details of Technology being-used and system characteristics.

- 2.3.14 The Bidder must provide complete set of Samples of each size of High Security Registration Plate, including third registration plate and snap lock, strictly as per specification, duly marked and sealed along with the Bid documents in a separate envelope.
- 2.3.15 An undertaking by the Bidder that it would implement the project themselves and would not franchise / sublet / subcontract the project, if awarded to them, under any circumstances, as per Annexure X
- 2.3.16 The Bidder shall submit Bid document duly signed on each page in token of acceptance of terms and conditions. The Bid so submitted should also be duly indexed, bearing page numbers.
- 2.3A All the documents mentioned in Clause 2.3 shall be submitted at the time of submission of Bid document, and any Bid not accompanied by any of the said documents, and in the manner specified, shall be rejected by the Authority, without entertaining any correspondence whatsoever.

2.4 **ENVELOPE NO.2 – FINANCIAL BID**

The Second Envelope clearly marked as: **Envelope No 2 "Financial Bid"** shall contain the following:

NB: FINANCIAL BID SHOULD ONLY INDICATE PRICES.

- 2.4.1 The rates are to be offered in the Financial Bid Form I and Form II given in the Tender Document, 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.

2.5 **BID RATES**

- 2.5.1 The Bidder shall fill in rates and prices both in figures and words in Financial Bid Form. Rates should be quoted as basic price + VAT (as chargeable under Rule) + Service Tax (as chargeable under Rule) + all duties, taxes and charges, by whatever name they may be called, imposed by the Central Government and / or State Government prevailing at the time of submission of the Bid. The Tender Committee will however decide the acceptability of tender rates taking into consideration the total only. The Bidder shall be solely responsible for any discrepancy or errors in calculating the taxes chargeable against the basic price.
- 2.5.2 The Bidder shall quote rates in Financial Bid **Form I** for supplying and fixing complete set of Registration Plates, including 3rd Registration Plate (wherever required) and Snap Lock, for each category of vehicle, while the prices in Financial Bid Form II shall be to cater to the requirement of replacement of plates, and quote separate prices for each size of plate, 3rd Registration Plate sticker and Snap Lock.

2.5.3 The sum total of the rates of the units mentioned in Column 6 of Financial Bid Form – II, should not be more than the rate quoted for the corresponding set mentioned in column no 5 of Form-I. In case it is found that the sum total of the rates for each category of vehicle quoted in Column 6 of Form II exceed the corresponding rates quoted in Form I for that specific vehicle, the Financial Bid will be rejected.

2.5.4 The rates quoted by the Bidder shall be the actual price which shall be uniformly charged from a vehicle owner in the entire State of Arunachal Pradesh, for each category of vehicles and shall be inclusive of all duties, taxes and charges imposed by the Central Government and or State Government by whatever name they may be called, prevailing at the time of submission of the Bid. The Bidder shall be liable to pay all duties, taxes and charges etc, as above, prevailing at the time of submission of the Bid. In the event of any change in rates of duties, taxes, etc during the contract period, corresponding modifications in the price to be charged from the vehicle owner shall be effected in agreement with the Government of Arunachal Pradesh.

2.6 **PAYMENT**

2.6.1 In consideration of the Services rendered by the Successful Bidder under the Contract, the Government of Arunachal Pradesh shall authorize the Bidder to Charge and recover an amount on the basis of rates accepted by the Government of Arunachal Pradesh from Vehicle Owners for supplying and affixing High Security Registration Number Plates and as arrived at on the basis of stipulations in Clause 2.5 above.

2.6.2 The Successful Bidder will be liable to pay all the taxes, duties, cess, statutory charges etc as applicable under law for time being in force, subject to price modifications as per Clause 2.5.4.

2.6.3 The Bidder shall issue a valid receipt to the Vehicle Owner for the amount received.

2.7 **BID VALIDITY**

2.7.1 Bid shall remain valid for a period of 180 days from the date of opening of the Financial Bid.

2.7.2 In exceptional circumstances, the Government of Arunachal Pradesh may ask the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's response 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 permitted to modify his Bid, but will be required to extend the validity of the EMD on the request of the Government of Arunachal Pradesh.

2.8 **EARNEST MONEY DEPOSIT**

2.8.1 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 2.3.2.

2.8.2 The EMD of unsuccessful Bidders who do not qualify for opening of their Financial Bid will be released after signing of the Agreement but in any case not later than ninety (90) days from the date of opening of Technical Bids, while EMD of other unsuccessful Bidders will be released as promptly as possible but not before the Successful Bidder has entered into the Agreement with the Government of Arunachal Pradesh. No interest whatsoever is payable to the Bidder by the Government of Arunachal Pradesh, on EMD.

2.8.3 The EMD of Successful Bidder will be released without interest within 15 days after the Successful Bidder has furnished the required Security Deposit and signed the Agreement.

2.8.4 The EMD may be forfeited:

- (a) If the Bidder withdraws the Bid after opening of the Bid, while the Bid is still valid.
- (b) In the case of Successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Security Deposit, or
 - (ii) Sign the Agreement.

2.9 **PROPOSALS BY BIDDERS**

Bidder shall submit offer that fully complies with the requirements of the Tender 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 and shall be rejected as non-responsive.

2.10 **SIGNING OF THE BID**

2.10.1 The original Bid shall be printed, typed or ink written and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid and where corrections or amendments have been made shall be initialed by a person or persons signing the Bid. Photocopy of any document shall be acceptable if attested by the person who is authorized to sign the Bid document except where the attestation by Gazetted officer or Chartered Accountant is required in the Tender Document. In case of detection of any forgery, the Bid shall summarily be rejected & EMD shall be forfeited. The Government of Arunachal Pradesh may also resort to legal action against the Bidder.

2.11 **SEALING AND MARKING OF THE BID**

2.11.1 The Bidder shall prepare two separate envelopes duly sealed, and each envelope shall be marked with the following information as applicable. The bidder shall state Name, Address and Telephone Nos. on cover of each envelope addressed to Director Transport, Arunachal Pradesh, Naharlagun.

1) Bid for the "High Security Registration Plate Tender" containing:

a) Envelope No. 1 -Technical Bid.

b) Envelope No. 2 -Financial Bid.

2) Envelope -Containing Sample

2.11.2 Both the Envelopes i.e. envelopes containing financial and technical Bid, shall be sealed and put together in one common cover and sealed. This sealed cover shall be marked on the Left Hand Top Corner "BID FOR TENDER OF HIGH SECURITY REGISTRATION PLATES". Full name and address of the Bidder and the addressee shall also be written.

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

2.11.4 The samples of the plates and snap locks shall be submitted separately in sealed cover. All the samples should be marked with indelible ink on the rear of the plates with the name of the Bidder and the cover marked with following information. The bidder shall state Name, Address and Telephone Nos. on cover of each envelope addressed to Director Transport, Arunachal Pradesh, Naharlagun.

a) Bid for the "High Security Registration Plate Tender".

b) Envelope marked as "SAMPLES"

2.12 **DEADLINE FOR SUBMISSION OF THE BIDS**

2.12.1 The Bids must be received at the specified address on 15-11- 2011, between 10:30 hrs to 16:00 hrs.

2.12.2 The Government of Arunachal Pradesh reserves the rights to modify the Tender Document or to extend the deadline for submission of the Bid.

2.13 **LATE BIDS**

Bids received after the deadline will not be accepted and be returned unopened to the Bidder.

2.14 **REVELATION OF PRICES**

Prices in any form or by any reason in Technical Bid or before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

2.15 **MODIFICATION OF BIDS**

2.12.1 No Bid will be allowed to be modified after its submission of the Bids, except as provided in this Tender Document.

2.15.2 Withdrawal or modification of Bid, after submission of Bid, shall result in the forfeiture of the EMD and shall disqualify the Bidder for future bidding, except as provided in this Tender Document.

2.16 **LOCAL CONDITIONS**

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

2.17 **ADDRESS FOR CORRESPONDENCE**

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

2.18 **OPENING OF BIDS AND EVALUATION**

On the date specified in the Schedule for invitation to tender following procedure shall be adopted for the opening of the Bids.

2.18.1 **ENVELOPE NO. 1 – TECHNICAL BID**

2.18.1.1 The Technical Bid will be opened on 16-11-2011 at 10:00 hrs in the presence of the Bidders or their authorized representatives who wish to be present at the time of opening, to verify its contents as per the requirement.

2.18.1.2 The contents of Envelope No.1 will be evaluated strictly in accordance with the requirements of the Tender Document and no missing / incomplete information will be allowed to be supplied during evaluation of the Technical Bid, except as provided in this Tender Document. However, the Tender Committee / Department may seek clarification(s) from the Bidder(s)

2.18.1.3 In case any one of the required documents is not submitted/furnished/attached by the Bidder together with the Technical Bid or does not meet the requirement of the Bid, the Bid shall be summarily rejected without asking for any clarification. No document/annexure/certificate, in any case and under any circumstances, shall be accepted after submission of Bid, except as provided in this Tender Document.

2.18.1.4 Photocopy of any document shall be acceptable if attested by the person who is authorized to sign the Bid document except where the attestation by Gazetted officer or Chartered Accountant is required in the Tender Document. In case of detection of any forgery, the Bid shall be summarily rejected and EMD shall be forfeited and Government of Arunachal Pradesh will also resort to legal action against the Bidder.

2.18.1.4A For the purpose of Technical evaluation of the Bidders, the qualification parameters given hereunder, and the marks scored by the Bidder against each parameter, will be computed to arrive at the total marks scored by the Bidder from out of a maximum of 100 marks. Only those Bidders who score 60 marks or more in this evaluation shall be considered as technically qualified.

(A) Financial Parameters : (Total 50 Maximum Marks)

(1) Turnover (Maximum Marks 25)

Turnover Amount	Marks allotted
Rs. 50 crores	15
Over Rs. 50 crores and upto Rs. 80 crores	17.5
Over Rs. 80 crores and utp Rs. 100 crores	20
Over Rs. 100 crores	25

(2) Networth (Maximum Marks 25)

Networth Amount	Marks allotted
Rs. 40 crores	15
Over Rs. 40 crores and upto Rs. 75 crores	17.5
Over Rs. 75 crores and utp Rs. 100 crores	20
Over Rs. 100 crores	25

(B) : Technical Parameters: (Total 50 Maximum Marks)

Parameter	Marks allotted
0-1 year experience of HSRP in India	30
More than one year, ad upto two years experience of HSRP in India	35
More than two years, and upto three years experience of HSRP in India	40
Over three years experience of HSRP in India	50

2.18.1.5 Envelope No. 2 -Financial Bids of the Bidders who qualify in Technical Evaluation shall only be opened on the date, time and place notified later for this purpose, in the presence of only those Bidders or their authorized representatives whose Envelope No.2 is to be opened.

2.18.2 **ENVELOPE NO. 2 -FINANCIAL BID.**

Envelope No. 2 of only those Bidders who have been found qualified in the Technical Bid shall be opened in the presence of such Bidders or their authorized representative who choose to attend at the time and place communicated to them in advance. The rates quoted in the Financial Bid shall be read out to the Bidders present at the time of opening.

2.18.3 The Financial Bids shall be evaluated strictly in accordance with the criterion mentioned in the Financial Bid Forms I and II.

2.19 **PROCESS TO BE CONFIDENTIAL**

Information relating to the process of examination, clarification, evaluation, and comparison of Bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Government's processing of Bids or award decisions may result in the rejection of his Bid.

2.20 **CORRECTION OF ERRORS**

2.20.1 Where there is any discrepancy in the Financial Bid between the amount in figures and in words, the amount in words will prevail.

2.20.2 The prices stated in the Bid will be adjusted in accordance with the procedure as per Sub-clause 2.20.1 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.

2.21 **CURRENCY FOR BID EVALUATION**

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

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

2.22 **EVALUATION AND COMPARISON OF BIDS**

2.22.1 Tender committee constituted by GoAP for this purpose shall open the Bids and prepare factual statement for submission to government.

2.22.2 The Tender Committee will evaluate the Bids.

2.23 **ISSUE OF LETTER OF INTENT**

2.23.1 The lowest Bidder adjudged as per Para 2.18.3 shall be the Successful Bidder.

2.23.1.1 In the event that two or more Bidders quote the same Price, GoAP may invite fresh Price Proposals only from the Bidders quoting the same price, which shall not be more than the price quoted by them in the original Bid.

- 2.23.2 The lowest Bidder may be invited for negotiation, if required. However, the negotiation shall not be detrimental to overall objective of the project.

Government of Arunachal Pradesh shall issue “Letter of Intent” to the Successful Bidder by facsimile, followed by registered letter / Speed Post

- 2.23.3 On receipt of information by FAX / Speed Post, the Successful Bidder shall intimate the Government of Arunachal Pradesh of his acceptance of the offer in writing within seven days from the date of receipt of letter of intent issued by the Government of Arunachal Pradesh. In case the lowest Bidder does not accept the offer, the same shall be passed on to the next lowest Bidder, subject to the condition that he matches the rates quoted by the first lowest Bidder, and EMD of the lowest Bidder shall be forfeited by the Government of Arunachal Pradesh.

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

- 2.24.1 The decision of the Authority regarding the evaluation, qualification, opening and award of the Bid shall be final and binding on all the Bidders.

- 2.24.2 The Authority on behalf of Government of Arunachal Pradesh reserves the right to reject any or all offers received from the Bidders without assigning any reasons.

- 2.24.3 Evaluation of the Bid and signing of the Agreement in pursuance thereof shall be subject to verification of the documents, references and certificates submitted with the Bid. In case of detection of any fraud or misrepresentation prior to finalization of Tender, the Bid shall be rejected after due opportunity of hearing and the EMD shall be forfeited. If the same is detected before signing of the Agreement, the security deposit and / or the EMD whichever is available with the Department, shall be forfeited and the Bid / LoI shall be cancelled after due opportunity of hearing, in addition to any other legal recourse that may be taken by the Government of Arunachal Pradesh. In case it is detected after signing of the Agreement, in addition to any other legal recourse that may be taken by the Government of Arunachal Pradesh, the Agreement shall be cancelled after due opportunity of hearing, and security deposit shall be forfeited.

2.25 **PERFORMANCE SECURITY DEPOSIT**

- 2.25.1 Within 15 days of receipt of the Letter of Intent, the Successful Bidder shall furnish a performance security deposit in the form of bank guarantee for an amount of Rs 2 Crore. The bank guarantee would be from one of the nationalized banks, duly reconfirmed by the said bank. The bank guarantee shall be valid for 11 years and 3 months. The above Bank Guarantee shall be submitted before execution of Agreement.

- 2.25.2 Failure of the Successful Bidder to deposit the security deposit as per Clause 2.25.1 shall lead to cancellation of the Letter of Intent and forfeiture of the EMD.

2.26 **SIGNING OF AGREEMENT**

2.26.1 On receipt of letter of intent the Successful Bidder will sign the formal Agreement with the Government of Arunachal Pradesh, on non judicial stamp paper on a date to be notified by the Authority subject to Clause 2.26.2. The signing of the Agreement shall take place only after furnishing of Security Deposit by the Successful Bidder as per Clause 2.25.

2.26.2 The Agreement will be signed by the legally authorized person of the Successful Bidder within 100 days from the date of receipt of Letter of Intent, unless the same is extended subject to maximum period of 30 days, in writing by the Government of Arunachal Pradesh. Before signing of the Agreement, the Successful Bidder shall provide the resolution of the Board of Directors authorising signatory of the Agreement in case Bidder is a Company, Corporation or Joint Venture. If the Successful Bidder fails to sign the Agreement as per Clause 2.26.1 in the specified period, the Earnest Money Deposit (EMD) shall be forfeited.

2.27 **CORRUPT OR FRAUDULENT PRACTICES**

2.27.1 The Government of Arunachal Pradesh requires that all the Bidders should observe the highest standard of ethics, and Each Bidder or each of its constituent entities (in case of JV) shall be required to give an undertaking with respect to the below as in Annexure X.

2.27.2 For the purposes of this Tender Document:

- i) "Corrupt Practice" means behaviors on the part of Bidder or his representative 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 evaluation process or execution to the detriment of the Government of Arunachal Pradesh, 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 Arunachal Pradesh of the benefits of free and open competition.

2.27.3 GoAP will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.27.4 GoAP will declare a Bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practice in competing for, or in executing, this project.

2.28 **Indemnity Clause**

Indemnity Clause The Successful Bidder will be responsible for affixing any High

Security Registration Plate, that may not be in conformity with the provisions of the Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof and MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time, or for affixing High Security Registration Plate to a stolen vehicle. If any legal and financial liabilities arise due to the above, in no case Registering Authority / Transport Commissioner will be responsible.

2.29 Non Collusion of Bidders / Members of Joint Venture No bidder applying individually, or as a member of a Joint Venture, can be member of another Joint Venture. No Bidder shall submit more than one Bid. Any Bidder or constituent of Joint Venture, which submits or participates in more than one Bid, will be disqualified and will also cause the disqualification of the Joint Venture of which it is a member. Each Bidder, and each member of the Joint Venture shall submit a certificate / affidavit confirming that in the preparation and submission of the Proposal, no Bidder or any member of the Joint Venture has acted in concert or in collusion with another Bidder/s and also done any act, deed or thing which is, or could be, regarded as anti-competitive.

SECTION – III

SCOPE OF WORK

3.1.1 The registration of motor vehicle is documented in the State of Arunachal Pradesh at 16 (Sixteen) DTO offices at location given in Annexure No. XI. All vehicles registered on or after commencement of scheme will be issued and affixed with the High Security Registration Plate. The existing vehicles will also be covered with fitment of the High Security Registration Plate within two years from the above date.

3.1.2 It will be binding on the Contractor to provide the services:

- a) Within 15 days of notice by Transport Director for new offices, if the same comes into existence during the period of contract.
- b) Within 7 days of notice in case a registering authority declares any new place as place for registration.

3.2 Manufacture of Registration Plate

- a) The Contractor will have to manufacture the Registration Plates as per the specifications laid down in the “**said notifications**” and carry out the finishing process for each High Security Registration Plate according to individual numbers and alphabets as allotted by the Registering Authority. The Contractor shall set up individual embossing stations in or in proximity of the Registering Authority as per list provided in Annexure XI, to ensure proper and easy availability of the High Security Registration Plates.
- b) The Registration Plates and the third Registration Plate sticker will be affixed in the premises of the Registering Authority only by authorized employees of the Contractor, and the old plates removed from the existing vehicles shall be deposited with the Registering Authority.
- c) The Contractor shall clear weekly / fortnightly / monthly the accumulated old Number Plates removed from the existing vehicles from the premises of the Registering Authority after giving due receipt for the same free of cost and shall give an undertaking that each lot so collected by the Contractor has been destroyed at his own risk and cost. Destruction and disposal of old number plates will be so done as not to cause any environmental risks and all guidelines of the Government with regard to environmental consideration will be followed.

3.3 Time limit for affixation

Time limit for affixation The time availability for affixing of High Security Registration Plates to vehicles will be 4 (four) working days from the date of issue of Authorisation in this regard by the Registering Authority (RTO / ARTO) in the format prescribed by Transport Commissioner for this purpose.

3.4 **Embossing & Affixing**

The High Security Registration Plate will be embossed and be affixed to the Vehicle as per the process laid down in said notification and Central Motor Vehicle Rules, 1989 amended from time to time, with special emphasis on Rule 50, only upon the receipt of authentic documentary evidence from the Registering Authority. No Security Registration Plates or 3rd Registration Plate or Snap Lock will be issued to anybody without proper authorisation and any incidence of this nature would directly lead to termination of the Agreement.

3.5 **Existing Vehicle**

Existing Vehicle On existing registered vehicles also, the High Security Registration Plates will be individually embossed and affixed only upon receipt of the authorisation / order from the Registering Authority. However, Contractor shall ensure that the old number / Registration plates will be collected back and duly destroyed as per the norms indicated in this Tender Document.

3.6 **Replacement of Registration Plate**

i) In case any vehicle already provided with High Security Registration Plate needs to be replaced with either or both of the Registration Plate or the third Registration Plate/Mark in the form of self destructive hologram sticker, these replacements shall be done by charging approved costs of each such number plate from the vehicle owner only upon receipt of documentary evidence by the Registering Authority.

3.7 **Maintenance of Manufacturing Unit**

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

3.8 **Electricity Generators**

Contractor should maintain, backup generators so that the supply may not be affected because of electricity failure.

3.9 **Right type of Registration Plate, Responsibility of Contractor**

Providing the right type of High Security Registration Plate and fixing to the vehicle shall be the sole responsibility of the Contractor. The Department shall hold the Contractor responsible for any failure. In case of any complaint received by the Government of Arunachal Pradesh about quality and specifications of plates, Government of Arunachal Pradesh may get these tested by the Testing Agencies authorized by the Government of India as per rule 126 of Central Motor Vehicles Rules, 1989. In case of non conformity of standard found by Testing Agencies, sub-standard plates so supplied by the Contractor shall be replaced by him on his own cost.

3.10 Provision of space in the premises of Registering Authority

- 3.10.1 The Department will provide adequate space required in the premises of Registering Authority (hereinafter referred as “Space”) for fixing of High Security Registration Plates.
- 3.10.2 The Contractor shall pay for using the space, on monthly basis to the State Government of Arunachal Pradesh as user charges, a sum equivalent to 5% of the amount collected on sale of High Security Registration Plates from Vehicle Owners, within 30 (thirty) days of the close of preceding month. The detailed list will have to be maintained by the Contractor on each REGISTERING AUTHORITY basis and submitted along with the deposit of User Charges. This User Charges shall be applicable at the approved prices as per the Agreement.
- 3.10.3 Charges for utilities like electricity and water etc, will be payable, in addition to user charges under clause 3.10.2 as above, on actual basis by the Contractor.
- 3.10.4 The Space provided to the Contractor will be solely for the purpose of pursuing the objects of this Scheme, and would not bestow on them any right to own, lease, rent or use the premises for any purpose other than the purpose of this Scheme. For avoidance of doubt it is further made clear that the Contractor shall not have any right, title or interest in any form whatsoever, in the Space so provided to the Contractor. Immediately on the termination of the contract awarded to the Contractor, the said Space will be vacated by him and handed back to the concerned authority.

3.11 Facility Inspection

- 3.11.1 The Government of Arunachal Pradesh or their nominated/delegated authority individually or jointly with any other agencies/authorities including Testing Authorities reserves the right to inspect, supervise, assess, all the equipments installed at the premises of Contractor to ensure the effectiveness of the manufacturing base after giving prior intimation in writing or by way of surprise check.
- 3.11.2 The Registering Authority reserves the rights to inspect the embossing stations and other infrastructural arrangements of the representative of the Contractor under its jurisdiction at any time. In the event of any irregularity, the Government of Arunachal Pradesh can take an appropriate action as specified in Clause 4.15 of the Tender Document against the Contractor.
- 3.11.3 The Department will have the right to appoint independent Auditors to have the books, premises and operations examined at intervals of not shorter than a year at the cost of the Contractor.
- 3.12 Reservation Policy: The Contractor shall be liable to provide reservation in employment etc, as per the GoAP policies, as applicable

SECTION – IV
TERMS AND CONDITIONS

4.1 START AND PERIOD OF CONTRACT

The Contract shall come into force only after signing of the Agreement and will be for a period of 10 years and 3 months commencing from the date of signing of the Agreement. The Registering Authority (RTO / ARTO) shall not send authorization as per Clause 3.3 before and up to 30 days from signing of the Agreement, but shall send the same immediately after 30 (thirty) days of signing of the Agreement. The Contractor shall ensure that necessary infrastructure for embossing, supply and affixing of HSRP is installed and made operational on or before the thirtieth day from signing of Agreement, at all the locations of Registering Authorities in State of Arunachal Pradesh as per Annexure XI.

4.2 RATES OF HIGH SECURITY REGISTRATION PLATE

4.2.1 The Contractor shall affix the High Security Registration Plates to the Vehicles, against Authorisation Document from the Registering Authority for affixing High Security Registration Plates at the rates as approved in the Agreement.

After expiry of five years of the contract period, the rates of the High Security Registration Plates will be revised as per formula given in Annexure XIV keeping in view Wholesale Price Index.

4.2.2 The prevailing approved rates shall be displayed by the Contractor at its all embossing stations / affixing places duly signed by the respective Registering Authorities.

4.3 SAMPLES AND PERFORMANCE WARRANTY OF PLATES

4.3.1 The Contractor shall provide samples of High Security Registration Plates required for all categories of vehicles duly certified from authorized Testing Agencies. The samples will be made available to all the Registering Authorities within 30 (thirty) days from signing of the Agreement, in order to check / compare supplies of High Security registration Plate. In case the samples are not supplied to any Registering Authority, work of supply and affixing of HSRP will not be allowed to start at that location till such samples are received.

4.3.2 The Contractor must provide field performance warranty for imperishable nature of hot stamping and reflective sheet and for the High Security Registration Plate for a period of 5 years.

4.3.3 The Contractor must provide such further service levels as may be notified by Government of India from time to time.

4.4 **REPORTS**

- 4.4.1 The following reports will be submitted by the Contractor in the format enclosed:
- a) Daily Compliance Report to each Registering Authority as per **Annexure-XII**.
 - b) Monthly Compliance Report to the Transport Director as per the Format at **Annexure XIII**.
 - c) Submission of COP within 30 days of signing of Agreement, and thereafter every six months to the Transport Director.
- 4.4.2 The Contractor should also invariably give the details of and set up “ON LINE” management system and access method relating to the issuance of High Security Registration Plates (As per Clause 4.4.3).
- 4.4.3 (a) The Contractor will be supported by enterprise resource planning and management system in a secure mode, to access the information relating to the issuance of High Security Registration Plates in an “ON LINE” real time environment and at the same time provide this information to the Transport Director and at all the locations of Registering Authority by installing required systems and other peripherals.
- (b) The detailed networking plan shall also meet requirements of Clauses 4.4.2, 4.4.4, 4.4.5 and 4.4.6. The Contractor shall set up and operationalise the above state-wide network including all locations of Registering Authorities and the Transport Director’s office within 90 (ninety) days from signing of Agreement. Department may use the network established by the Contractor for its own purpose.
- 4.4.4 One network connectivity terminal, centralized for the entire State of Arunachal Pradesh, would be provided by the Contractor to the Department with access code at designated place to enable the Department, to access the information of the State of Arunachal Pradesh.
- 4.4.5 Contractor will upgrade the necessary data and supply it to Registering Authority as per direction issued by Transport Director from time to time.
- 4.4.6 Contractor should use only legal Licensed Versions of operating system.

4.5 **TRAINING**

The Contractor shall undertake to impart training on High Security Registration Plate to designated staff/officers of the Department, Police etc. However, the cost of transportation and accommodation of such government staff / officers shall be borne by the Government of Arunachal Pradesh.

4.6 **DETAILS TO BE CONFIDENTIAL**

Confidentiality of the process and system including the security features of the High Security Registration Plates are very important, which has to be maintained, and any divulgence will have a serious penal and legal action including action under clause 4.15, and the Contractor shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Transport Director. If any dispute arises as to the

necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Transport Director whose decision shall be final.

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

4.7 TRANSFER OF RIGHTS

The Contractor cannot transfer the contract to anybody under any circumstances.

4.8 LANGUAGE AND LAW

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

4.9 DECISIONS AND INTERPRETATIONS

Except where otherwise specifically stated, the Transport Director will decide the contractual matter between the Department and the Contractor.

4.10 COMMUNICATION

Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice through registered post/speed post shall be effective from the date of issue.

4.11 ACCESS TO THE PREMISES

The Contractor shall allow the Transport Director and any person so authorized by the Transport Director, access to the premises of the work places.

4.12 INSTRUCTIONS

4.12.1 The Contractor shall carry out all instructions of Transport Director /his authorized representative, which comply with the applicable Laws where the embossing stations are located.

4.12.2 The Contractor shall permit the Transport Director /his authorized representative to inspect the Contractor's account and records relating to the fabrication and finishing of the High Security Registration Plates at the embossing stations.

4.13 DELAYS IN THE PERFORMANCE

4.13.1 Performance of the Contract shall be made by the Contractor in accordance with the time schedule as per this Tender Document and as further specified by the Government of Arunachal Pradesh.

4.13.2 A delay by the Contractor in the performance of its contractual obligations shall render the Contractor liable to any or all of the following sanctions: i) Forfeiture of its performance security deposit, ii) Imposition of Liquidated Damages; and/or iii) Termination of the Contract for default.

4.13.3 If at any time during performance of the contract, the Contractor should encounter difficulties impeding timely completion of the services under the contract and performance of services, the Contractor shall promptly notify the Government of Arunachal Pradesh in writing of the fact of the delay, its likely duration, and its causes within 24 hours. As soon as practicable, after receipt of the Contractor's notice, the Government of Arunachal Pradesh shall evaluate the situation and may at its discretion extend time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.

4.13.4 FORFEITURE OF PERFORMANCE SECURITY DEPOSIT:

The liquidated damages under the subsequent clauses shall be payable in cash within 15 days from the date of imposition thereof, and in case of failure to do so, the performance security deposit may be forfeited and encashed to that extent, in which case the Contractor will have to make good the same amount by a supporting bank guarantee within 7 days of the encashment. Similarly, delay in payment of User Charges as per Clause 3.10.2 or delay in compliance of any other schedule or requirement of this Tender may also lead to forfeiture of performance security deposit as per Clause 4.13.2. The performance security deposit may also be forfeited by GoAP as per provisions of Clause 4.15 relating to termination of the Contract.

4.14 LIQUIDATED DAMAGES

4.14.1 Time is the essence of the contract. High Security Registration Plates are to be affixed on the newly registered motor vehicles in State of Arunachal Pradesh from the date of commencement of Scheme. Therefore Contractor is required to install necessary infrastructure at all locations in the State of Arunachal Pradesh as has been mentioned in Annexure No XI. Number of Registering Authorities may increase in future and the Contractor is bound to install necessary infrastructure in order to provide High Security Registration Plates without any additional claims under this contract and to make operational at all locations. Concerned Registering Authorities would ensure compliance after physical verification of the infrastructure installation.

- 4.14.2 If necessary infrastructure is not installed or not made operational at any of the locations of Registering Authorities in the State of Arunachal Pradesh on the date indicated by the Department as per Agreement, it would be considered delay in the commencement under the contract. It would result in the recovery of liquidated damages at the rate of Rs.25,000/-(Rupees twenty five thousand) only for each day subject to a maximum of Rs. 25.00 Lac (Rupees twenty five lacs) only. Delay in commencement will not in any case exceed by hundred days (100 days).
- 4.14.3 After commencement of the project, it would be the foremost responsibility of Contractor to provide High Security Registration Plates as per Clause 3.3 within four working days from the date of receipt of authorization / order from the Registering Authority. Delay in supply of registration plates would cause inconvenience to the vehicle owners, therefore, in such cases of delay, Contractor shall be liable for liquidated damages.
- 4.14.4 For the purpose of Clause 4.14.3, each Registering Authority would be considered one unit. During the contract period, the Contractor must ensure the supply of plates within stipulated time. If he fails to do so, 10% of amount of cost of plates supplied late in a calendar month's period would be recovered from the Contractor as liquidated damages. Each Registering Authority would calculate the delay in supply on monthly basis and communicate the amount of liquidated damages within 10 days after completion of preceding calendar month. The Contractor shall deposit amount of liquidated damages within a Week's period by way of Demand Draft / Banker's Cheque.

4.15 TERMINATION OF THE CONTRACT

The Government of Arunachal Pradesh will have a right to cancel the contract if the Contractor commits breach of any or all conditions of the Contract. Breach of Contract includes, but is not limited to the following:

- a) It is found that the schedule of implementation of the Scheme is not being adhered to,
- b) The Contractor stops work & such stoppage has not been authorized by the Transport Director,
- c) The Contractor becomes bankrupt or goes into liquidation,
- d) The Government of Arunachal Pradesh gives notice to correct a particular defect / irregularity and the Contractor fails to correct such defects / irregularity within a reasonable period of time determined by the Government of Arunachal Pradesh,
- e) In case, it is found that the Contractor has failed to make the supplies as per the requirement of the Government of Arunachal Pradesh and as per the approved format,
- f) In case, it is found that the Contractor is involved in distribution of duplicate High Security Registration Plate without authority letter from the Registering Authority and/or is leaking the security features,
- g) Fails to submit valid "Conformity of Production Certificate" periodically as per the guidelines of the Testing Agencies or as per Clause 4.4.1 (c), to the Department,

- h) Fails to reimburse by way of bank guarantee the amount of performance security deposit deducted in lieu of payment of liquidated damages under Clause 4.14.2 or 4.14.4 or deducted in lieu of User Charges payable under Clause 3.10.2, and
- i) In case of detection of any fraud or misrepresentation at any stage as per Clause 2.24.3

Because of breach of contract by the Contractor for any of the above reason, the Government of Arunachal Pradesh shall have the right to terminate the contract by giving 15 days notice to the Contractor, and forfeit the Performance Security Deposit and shall have the right to supersede and take over the entire infrastructure and operation on "as is where is basis" at the risk and cost of the Contractor.

4.16 FORCE MAJEURE

4.16.1 Notwithstanding the provision of Clause 4.13, 4.14 and 4.15, the Contractor shall not be liable for forfeiture of its Performance Security Deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.

4.16.2 For purpose of this Clause, "Force Majeure" means an unforeseeable event beyond the control of the Contractor and not involving any fault or negligence on the part of the contractor. Such events may include, but are not restricted to, acts of the Government of Arunachal Pradesh either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes. But it does not include failure of electricity or printing system as a cause beyond control.

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

4.17 ARBITRATION

4.17.1 The Government of Arunachal Pradesh and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them in connection with the Contract.

4.17.2 If after 30 days from the commencement of such direct informal negotiations, the Government of Arunachal Pradesh and the Contractor have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified in Clause 4.17.3.

4.17.3 Any dispute which is not resolved amicably shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of

three arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. The party requiring arbitration shall appoint an arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its arbitrator. If within 15 days of such intimation the other party fails to appoint its arbitrator, the party seeking appointment of arbitrator may take further steps in accordance with Arbitration and Conciliation Act, 1996.

The decision or award resulting from arbitration shall be final and binding upon the parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

4.17.5 The place of the arbitration shall be Naharlagun/Itanagar (Arunachal Pradesh).

4.17.6 The Government of Arunachal Pradesh may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Contractor, if the Contractor fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 4.17.3.

4.18 PASSING OF PROPERTY

4.18.1 No right, title or interest in the site (if allotted by the Department to the Contractor) shall pass to the Contractor. The ownership of the hardware / equipment & infrastructure created by the Contractor shall not pass to the Department and shall remain the property of the Contractor even after the expiry of the Contract, provided the Contractor vacates such site within the stipulated period, as per Clause 4.18.2.

4.18.2 The Contractor shall vacate site allotted by the Department within seven days of the expiry of the contract period, failing which, amount of security deposit shall not be refunded as per Clause 4.24, and action may be taken as per law considering unauthorized occupancy of the Contractor.

4.19 "NO CLAIM" CERTIFICATE

4.19.1 The Contractor shall not be entitled to make any claim, whatsoever, against the Government of Arunachal Pradesh, under or by virtue of or arising out of, this Contract, nor shall the Government of Arunachal Pradesh entertain or consider any such claim, if made by the Contractor and the Contractor shall sign a "No Claim" Certificate in favour of the Government of Arunachal Pradesh in such forms as shall be required by the Government of Arunachal Pradesh after the works are finally accepted.

4.20 SUSPENSION

4.20.1 The Government of Arunachal Pradesh may, by a written notice of suspension to the Contractor, suspend the Contract if the Contractor fails to perform any of its obligations under the contract, (including the carrying out of the services) provided that such failure

is of a nature beyond the scope of Clause 4.13, 4.14 and 4.15, but is also not covered by the scope of Clause 4.16, and further provided that such notice of suspension:

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

4.21 CESSATION OF RIGHTS AND OBLIGATIONS

4.21.1 Upon termination of the Contract pursuant to any of the Clauses 4.13, 4.15, and 4.16 above, or upon expiration of this contract, all rights and obligations of such parties shall cease, except:

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

4.22 CESSATION OF SERVICES UPON TERMINATION

Upon termination of the Contract pursuant to any of the Clauses 4.13, 4.15, and 4.16 above, the Contractor 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 COMPLETION OF CONTRACT

4.23.1 Unless terminated earlier, pursuant to Clauses 4.13, 4.15, and 4.16, the contract shall terminate on the completion of 10 Years and 3 months.

4.24 REFUND OF PERFORMANCE SECURITY DEPOSIT

Within a period of three months after successful completion of period of contract the Contractor will be entitled to get refund of 50% of the performance security deposit subject to production of No Objection Certificate from all Registering Authorities within the State of Arunachal Pradesh. The remaining 50% performance security deposit will be refunded to the Contractor after further 5 years if the warranties as per Clause 4.3.2 are duly discharged by the Contractor. However, performance security deposit shall not be refunded if provisions of Clause 4.18.2 are attracted and further course of action shall be as per decision of GoAP.

4.26 LEGAL JURISDICTION

Any dispute arising out of the contract shall be subject to the jurisdiction of Courts of Law located at Naharlagun/Itanagar only.

SECTION – V

SPECIFICATIONS OF THE HIGH SECURITY

REGISTRATION PLATES

The Size and Specification of the High Security Registration Plates shall be as per the provision of Central Motor Vehicle Rules, 1989 with special emphasis on Rule 50 thereof, as amended from time to time.

ANNEXURE I
(See clause 1.3.1)

NUMBER OF TOTAL REGISTERED MOTOR VEHICLES AS ON 31-3-2011 IN ARUNACHAL
PRADESH
(On Road Vehicles)

SL NO	DISTRICT	TOTAL
1.	TAWANG	2,201
2.	WEST KAMENT	8,784
3.	EAST KAMENT	1,945
4.	PAPUM PARE	55,948
5.	LOWER SUBANSIRI	8,648
6.	KURUNG KUMEY	419
7.	UPPER SUBANSIRI	3,397
8.	WEST SIANG	15,604
9.	UPPER SIANG	2,035
10.	EAST SIANG	15,883
11.	LOWER DIBANG VALLEY	5,804
12.	UPPER DIBANG VALLEY	406
13.	LOHIT	13,275
14.	ANJAW	414
15.	CHANGLANG	3,979
16.	TIRAP	6,492
GRAND TOTAL: -		1,44,534

ANNEXURE-II
(See clause 1.3.3)

NUMBER OF NEWLY REGISTERED MOTOR VEHICLES DURING THE YEAR 2010-2011 IN
ARUNACHAL PRADESH

SL NO	DISTRICT	TOTAL
1.	TAWANG	2,201
2.	WEST KAMENT	8,784
3.	EAST KAMENT	1,945
4.	PAPUM PARE	55,948
5.	LOWER SUBANSIRI	8,648
6.	KURUNG KUMEY	419
7.	UPPER SUBANSIRI	3,397
8.	WEST SIANG	15,604
9.	UPPER SIANG	2,035
10.	EAST SIANG	15,883
11.	LOWER DIBANG VALLEY	5,804
12.	UPPER DIBANG VALLEY	406
13.	LOHIT	13,275
14.	ANJAW	414
15.	CHANGLANG	3,979
16.	TIRAP	6,492
GRAND TOTAL: -		1,44,534

EARNEST MONEY DEPOSIT

(To be issued by a Bank, as defined in Clause 2.3.3 of the Tender Document for Issuance of HIGH SECURITY REGISTRATION PLATES)

1. In consideration of the Tender Document issued by Transport Director, Arunachal Pradesh, Office of the Transport Director, Naharlagun-791 110 (which expression shall include any entity which Transport Director, Arunachal Pradesh may designate for the purpose) having agreed, inter alia, to consider the Proposal of(hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the **Tender Document** envisaging **Issuance of HIGH SECURITY REGISTRATION PLATES in Arunachal Pradesh** (hereinafter called the “Tender Document”) in lieu of the Bidder being required to make a cash deposit, we[*name of the Bank and address of the issuing branch*], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Transport Director, Arunachal Pradesh, without protest or demand and without any proof or condition the sum of Rs. lakhs (Rupees*in words*.).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from Transport Director, Arunachal Pradesh stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the Tender Document. Any such demand made on the Bank by Transport Director, Arunachal Pradesh shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under this Guarantee shall be restricted to an amount not exceeding Rs lakhs (.....*in words*.....).
3. We, the Bank unconditionally undertake to pay to Transport Director, Arunachal Pradesh any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to Transport Director, Arunachal Pradesh under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the Bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 1600 hours on the date which falls days beyond the Proposal Validity Period i.e.(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by The Transport Director Arunachal Pradesh, in writing on or before the said End Date , the Bank shall be discharged from all liability under this Guarantee thereafter.
5. We, the Bank further agree that Transport Director, Arunachal Pradesh shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the Tender Document or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by Transport Director, Arunachal Pradesh against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the Tender Document and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of Transport Director, Arunachal Pradesh, or any indulgence given by Transport Director, Arunachal Pradesh to the Bidder or any other party or by any such matter or

thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

6. To give full effect to the obligations herein contained, Transport Director, Arunachal Pradesh shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Transport Director, Arunachal Pradesh to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or Transport Director, Arunachal Pradesh.
8. We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Transport Director, Arunachal Pradesh in writing.

Notwithstanding anything contained herein.

- A) Our liability under the Bank Guarantee shall not exceed Rs..... lakhs (Rupees*in words*).
- B) The Bank Guarantee shall be valid up to, 20.....
- C) Unless acclaimed or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered On behalf of(Bank name) (Signature)

(Date)

By the hand of Mr

(Name of authorized signatory)

Designation

Notes:.

- Address of the controlling office of the issuing branch with phone number and fax number to be provided.
- Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

ANNEXURE-III
(Clause 2.3.5)

(Letterhead of the Bidder, including full postal address, telephone number, fax number and e-mail address)

Date: _____

To,

The Director,
Transport Department
Arunachal Pradesh.

Ref.: Supply of High Security Registration Plates in State of Arunachal Pradesh

Sir,

1. Being duly authorized to represent and act on behalf of and having reviewed and fully understood all the requirements and information provided, the undersigned hereby Bid for the contract of implementation of High Security Registration Plate Tender.

2. Attached to this letter or attested certified copies of original documents defining (*)

- a) Bidders Legal Status;
- b) Principal Place of Business'
- c) Place of Incorporation (for Bidders who are corporations or companies); and
- d) Authority letter(s) for signatory (ies).

3. The Government of Arunachal Pradesh and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements made in Bid documents and information submitted in connection with this Bid and to seek clarification from our bankers, clients regarding any financial and technical aspects. This application will also serve as authorization to any authorized representative of Government of Arunachal Pradesh to seek information from supporting institution and the supporting institution to provide such information as may be deemed necessary and requested by yourselves to verify statements and information provided in this application such as the resources, experience and competence of the Bidders.

(*) For applications by Joint Venture, all the information requested in the Bid documents is to be provided for the Joint Venture, if it already exists, and for each party to the Joint Venture separately. The Lead Member should be clearly identified. Each partner in the Joint Venture shall sign the letter.

4. The Government of Arunachal Pradesh and its authorized representatives may contact following persons for further information (**)

General inquiries	
Contact 1	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)
Contact 2	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)

Personnel inquiries	
Contact 1	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)
Contact 2	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)

Technical inquiries	
Contact 1	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)
Contact 2	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)

Financial inquiries	
Contact 1	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)
Contact 2	Address and Communication Facilities (Telephone, Fax No. & e-mail address etc.)

5. This application is made in the full understanding that;

(a) Bids will be subject to verification of all information submitted at the time of Bidding

(b) The Government of Arunachal Pradesh reserves the right to;

- Amend the scope and value of contract to the Bid under this document
- Reject or accept any application, cancel the process.

(c) The Government of Arunachal Pradesh shall not be liable for any such action. (**) Application by Joint Venture should provide on separate sheet, similar information for each party to the application.

6. Appended to the application, we give details of the participation of each party providing capital contribution and profit/loss agreements in the Joint Venture. We also specify the financial commitments and responsibilities of each party in execution of the contract.

7. (a) We confirm that the Bid, as well as any resulting contract, shall be deemed to have been signed by and legally binding on all the partners, jointly and severally;

(b) We confirm that the Bid document is accompanied with joint binding venture agreement providing the joint and several responsibilities of all partners in the event the contract is awarded to us;

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

Signed	Signed
Name	Name
For and on behalf of (name of Bidder/Partner in charge of a Joint Venture)	For and on behalf of (name of partner)

Signed	Signed
Name	Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)

Signed	Signed
Name	Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)

SIGNATURE & STAMP OF BIDDER

ANNEXURE-IV
(Clause 2.3.5)**GENERAL INFORMATION**

All individual Bidders and each partner of a Joint Venture applying are requested to complete the information in this form. Nationality information to be provided for all Directors, if the Bidder is Company or Corporation or Joint Venture Company

1	Name of Bidder	
2	Head Offices Address	
3	Telephone	Contact
4	Fax website	e-mail
5	Place of incorporation/registration	Year of incorporation /registration

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

(*) To be completed for all

(a) Directors, if the Bidder is Company or Corporation or Joint Venture Company

SIGNATURE & STAMP OF BIDDER

ANNEXURE – V
(Clause 2.3.4)

List of Directors certified by relevant RoC
(to be submitted separately for each constituent entity)

SIGNATURE & STAMP OF BIDDER

ANNEXURE – VI
(Clause 2.3.4)

Certificate of Incorporation

SIGNATURE & STAMP OF BIDDER

TURN OVER DETAILS

A. Annual Turnover of Bidder (From all sources if Bidder is Company or Corporation)

Financial Year	Turn over
1. 2008-2009	
2. 2009-2010	
3. 2010-2011	

B. i) Joint Venture/ Partnership firm Summary

Name of all partners of the Joint Venture / Partnership firm	% share holding in "Bidder entity"
1. Member / Partner (A)	
2. Member / Partner (B)	
3. Member / Partner (C)	
4. Member / Partner (D)	
5. Member / Partner (E)	

ii) Annual Turnover

Partner	Year 1 (2008-09)	Year 2 (2009-10)	Year 3 (2010-11)
1 Member / Partner (A)			
2. Member / Partner (B)			
3. Member / Partner (C)			
4. Member / Partner (D)			
5. Member / Partner (E)			
TOTAL			

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

D. Details regarding financial responsibility and participation (percentage share in the total) of each Company in the Joint Venture. Attach a Memorandum of Understanding for the proposed agreement of Joint Venture, which should lay down responsibility regarding work and financial arrangements in respect of each of the Company in the Joint Venture.

E. Documents as required in the clause 1.5.3 are being attached.

SIGNATURE & STAMP OF BIDDER

ANNEXURE – VIII
(Clause 2.3.4)

Experience record in the field of High Security Registration Plate in India.

Name of Department in the State/Union Territory of India where the Bidder has been working in the field of HSRP.

S.No.	Name of the Department	Country / State / Union Territory	Date on which the work of affixing HSRP on vehicles has been actually started	Remarks on the current status of the project.
1				
2				
3				
4				
5 Etc.				

Note :

- (1) In support of the above experience details above, please enclose attested copies of the certificate issued by the User Agency. Original certificates will have to be produced at the time of opening of the Technical Bid.
- (2) Any fraudulent or forged information submitted may lead to cancellation of Bid/contract.

SIGNATURE & STAMP OF BIDDER

AFFIDAVIT

(In case of Joint Venture, to be given separately by each partner)
Before the Authority,

I.....aged about son of resident of do hereby solemnly affirm and state on oath as under,

1. I have been duly authorized to swear this affidavit on behalf of M/S.....
2. I also hereby certify that neither M/s _____ nor any of its Directors / constituent partners have abandoned any work on High Security Registration Plates in India or abroad, nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of submission of the Bid. (If yes, specify reasons for the same)
3. I hereby authorize and request any authority, bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GOVERNMENT OF ARUNACHAL PRADESH to verify this statement or any or all information submitted by me / us in this Bid, or regarding my competence and general reputation.
4. I understand and agree that further qualifying information may be requested, and agree to furnish any such information at the request of the GOVERNMENT OF ARUNACHAL PRADESH.
5. All the statements made or information supplied in the Bid document are true and correct.

.....
Deponent

VERIFICATION

I, the above named _____ do hereby verify on oath that the contents of paras-1 to 5 of my above affidavit are true and correct to my personal knowledge. Nothing has been concealed there from and no part of it is false.
So help me god.

Deponent

Date.....

- To be given on Non-judicial stamp paper of Rs. 10.00 duly attested by public notary.

SIGNATURE & STAMP OF BIDDER

ANNEXURE- IX(A)
(Clause 2.5.3)

AFFIDAVIT

(In case of Joint Venture, to be given separately by each partner)
Before the Authority,

I.....aged about son of resident of do hereby solemnly affirm and state on oath as under,

1. I have been duly authorized to swear this affidavit on behalf of M/S.....
2. That Bidder or any of its Directors have not been ;
 - i) convicted of a cognizable offence by any Court of law with imprisonment for a term exceeding one year; or
 - ii) 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
 - iii) detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985);or
 - iv) adjudged guilty by the Stock Exchange Board of India or any other Financial regulatory Boards or Tribunals or Agencies; or
 - v) 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
 - vii) found to be connected with activities prejudicial to the National Security.
3. That all the statements made or information supplied in the Bid document are true and correct.

Deponent

VERIFICATION

I, the above named _____ do hereby verify on oath that the contents of paras-1 to 4 of my above affidavit are true and correct to my personal knowledge. Nothing has been concealed there from and no part of it is false.
So help me god.

Deponent

Date.....

-
- To be given on Non-judicial stamp paper of Rs. 10.00 duly attested by public notary.

ANNEXURE – X
(Clause 2.3.4)

UNDERTAKING

I..... aged about..... son of resident of do hereby solemnly affirm and undertake as under:

- 1 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 under the clause 4.1 of the Bid document.
- 2 that the Bidder shall implement the project themselves and shall not franchise / sublet / sub contract it, if awarded to them.
- 3 that the Bidder shall ensure the fixation of High Security Registration Plate within 4 working days of authorization/ order being placed to the Bidder by the Registering Authority as per clause 3.3.
- 4 that the Bidder shall provide the services within 15 days of notice by the Transport Director for the new offices as per clause 3.1.2.
- 5 that the Bidder shall provide the services within 7 days of notice in case the Registering Authority declares any new place as place for registration.
- 6 that the Bidder shall pay user charges a sum equivalent to 5 % of the amount collected on the sale of HSRP from vehicle owners, within 30 (thirty) days of close of preceding month.
- 7 that the Bidder shall comply with, and observe at all times, the direction and orders issued by the Government time to time.
- 8 that in the preparation and submission of this Tender, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
- 9 We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.
- 10 We further undertake that we, or any of our Directors have not indulged in any corrupt, fraudulent or collusive practice, as per 2.27.2. We further confirm that in case GoAP determines otherwise, the Government of Arunachal Pradesh shall be free to act as per provisions of 2.27.3. and 2.27.4

.....
Signed by Bidder

.....
Name of Bidder

Date.....

SIGNATURE & STAMP OF BIDDER

- To be given on Non-judicial stamp paper of Rs. 10.00 duly attested by public notary.

ANNEXURE – XI
(Clause 3.1.1)

LIST OF DISTRICT TRANSPORT AUTHORITY
(Locations where embossing stations to be setup)

SL. NO	NAME OF DISTRICT	HEADQUARTER
1.	TAWANG	TAWANG
2.	WEST KAMENG	BOMDILA
3.	EAST KAMENG	SEPPA
4.	PAPUM PARE	YUPIA/NAHARLAGUN
5.	LOWER SUBANSIRI	ZIRO
6.	KURUNG KUMEY	KOLORIANG
7.	UPPER SUBANSIRI	DAPORIJO
8.	WEST SIANG	AALO
9.	UPPER SIANG	YINGKIONG
10.	EAST SIANG	PASIGHAT
11.	LOWER DIBANG VALLEY	ROING
12.	UPPER DIBANG VALLEY	ANINI
13.	LOHIT	TEZU
14.	ANJAW	ANJAW
15.	CHANGLANG	CHANGLANG
16.	TIRAP	KHONSA

ANNEXURE – XIII
(Clause 4.4.1(b))

MONTHLY REPORT FROM APPROVED CONTRACTOR TO TRANSPORT DEPARTMENT

Registering Authority	Application received		RP supplied		Back log if any	Remarks
	New Registration	Existing	New Registration	Existing		

PRICE ADJUSTMENT FORMULA

The rates shall be subject to revision after every 5(five) years by the Government as per the formula.

$$P_r = P_0 + P_0 \times P_1$$

$$\text{Wherein } P_1 = \frac{1}{2} \left[\frac{C_1 - C_0}{C_0} \right]$$

Where

P_0 = Price of HSRP at the time of C_0

P_r = Revised price

P_1 = Price adjustment factor

C_1 = Wholesale price published by the Reserve Bank of India, immediately preceding the month of review of the prices.

C_0 = Wholesale price index published by the Reserve Bank of India, immediately preceding the date of last price fixation.

The price adjustment so arrived at shall be applicable only if the resulting increase or decrease is more than 2% of the schedule of rates recoverable by the Bidder immediately preceding the month of revision of rates.

The revised rates after the price adjustment so arrived at shall be promptly notified by the Government to be effective from such date as may be specified in the said notification.