

**TRANSPORT DEPARTMENT
GOVERNMENT OF JHARKHAND**

**REQUEST FOR PROPOSAL (RFP)
Volume I**

**Smart Card based Driving License and Vehicle
Registration Certificate under Public-Private
Partnership**

Volume I - Instructions to Bidders

September, 2015

**Department of Transport
Government of Jharkhand
F.F.P Bhawan, Ranchi
Jharkhand - 834004**

ADVERTISEMENT

Govt. of Jharkhand Transport Department		
REQUEST FOR PROPOSAL (RFP) FOR SMART CARD BASED DRIVING LICENSE AND VEHICLE REGISTRATION CERTIFICATE UNDER PPP		
1.	Name of Work	Selection of Service Provider for "Personalisation of Smart Card based Driving License and Vehicle Registration Certificate ("Project")" through an open, transparent and competitive bidding process on Public Private Partnership basis (a Single stage Three cover bidding process is being adopted for selection).
2.	Estimated Cost	Open Tender
3.	Cost of RFP (INR)	Rs. 25,000/- Demand Draft in favour of "Commissioner, Transport Department" payable at Ranchi
4.	EMD/Bid Security (INR)	Rs. 25,00,000/-
5.	Date of Publication of RFP on Website	23 rd September 2015
6.	Last Date for Submission of Pre-bid queries	29 th September 2015
7.	Date of Pre-bid conference	6 th October 2015
8.	Response to Pre-Bid queries	14 th October 2015
9.	Mode of submission of RFP	e-tendering (http://jharkhandtenders.gov.in)
10.	Date of start of submission of Proposal	30 th October 2015
11.	Last Date/Time for submission of Proposal	6 th November 2015; Time- 3:00 p.m
12.	Date of opening of Technical Proposals	6 th November 2015; Time- 3:30 p.m
13.	Date of opening of Price Proposals	19 th November 2015; Time- 3:00 p.m
14.	Name and Address of Nodal Officer of the Proposal inviting Authority	Joint Transport Commissioner, Department of Transport, Government of Jharkhand, FFP Bhawan, Ranchi. Jharkhand- 834004 Ph: 0651-2401694/2401699
15.	Helpline No. of e-procurement cell	0651-2400178
16.	Contact details of consultant	+91-7503032904 (DIMTS Ltd.)
<p>Note: Only e-tenders will be accepted Further details can be seen on website http://jharkhandtenders.gov.in</p> <p style="text-align: right;">Sd/- Commissioner Transport Department</p>		

DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals. This RFP does not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION 1. INTRODUCTION

1.1 Background

1.1.1 The Transport Department, Government of Jharkhand (“DoT”) intends to develop an efficient and effective transport management and administration system in the state and for this purpose intends to issue Smart Card based Driving Licenses and Vehicle Registration Certificates under Public Private Partnership framework (“**Project**”). Present system although comprise of issue of smart cards for driving license and vehicle registration certificates, it does not cover the entire state.

Further, DoT now intends to replace the existing vendor whose term is already expired with a new vendor for the entire state. Besides the aforesaid work of taking over the existing services, several elements have been added to deliver significantly improved and high quality services to be available to the citizens. This Project shall be implemented in all 24 District Transport Offices (“**DTO**”) of Jharkhand.

The historical data and locations of the DTOs is set out in **Appendix I** and the existing layout of the DTOs is set out in **Appendix J** to this RFP

1.1.2 The following services proposed to be provided by the Service Provider to the users:

- a. Personalisation of Smart Card based Driving License;
- b. Personalisation of Smart Card based Vehicle Registration Certificate;
- c. Printing of paper based Learner License; and
- d. Use web technology platforms in delivery of aforesaid services.
- e. Interiors work for better quality of Infrastructure.
- f. Storage and handling of physical and electronic (soft copies) of the documents.

1.1.3 In pursuance of the aforesaid objective, the DoT invites proposals from interested parties for the same. Such interested parties (“**Bidders**”) are required to submit detailed proposals (“**Proposals**”) as per provisions of the RFP.

1.1.4 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Bidder for the Project (“**Successful Bidder**”).

1.1.5 The Successful Bidder would then have to enter into an Agreement with DoT, and perform its obligations as stipulated therein in respect of the Project. The Draft Service Agreement forms part of this RFP document (Refer: Volume Two).

1.2 Brief Description of Bidding Process

1.2.1 DoT intends to follow a single stage, three cover process for selection of the Successful Bidder for the Project. Bidders would need to submit the following three sets of documents in separate sealed envelopes as part of their Proposal:

- a. Documents relating to establishing the qualification of the Bidder in terms of the qualification criteria set out in this RFP Document (“**Qualification Submissions**”),
- b. Documents relating to technical aspects of the Project (“**Technical Proposal**”), and
- c. Financial Proposal (“**Price Proposal**”) of the Project.

1.2.2 The evaluation of the Proposals would be carried out in four stages.

1.2.3 The first stage would involve a test of responsiveness of the Proposals based on the requirements of this RFP. Those proposals found to be substantially responsive (“**Responsive Bidders**”) would be evaluated in the next stage.

1.2.4 In the second stage, the information of the Bidders relating to their experience and financial capability would be evaluated. Bidders meeting the experience and financial capability criteria as set out in this RFP Document shall be short-listed (“**Qualified Bidders**”) for further evaluation.

1.2.5 In the third stage, the Technical Proposals from Qualified Bidders would be evaluated to ascertain conformance with the technical requirements of the Project. Only Bidders whose technical proposals are found to be acceptable (“**Technically Qualified Bidders**”) would be considered for evaluation in the next stage.

1.2.6 In the fourth stage, the Price Proposals of the Technically Qualified Bidders would be evaluated based on the specified evaluation criteria for the Price Proposal in order to identify the Preferred Bidder.

1.2.7 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Service Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Service Agreement.

1.3 RFP Document Available on Internet

1.3.1 The RFP document can be downloaded from the website <http://www.jharkhandtenders.gov.in/> and subsequently,

- a. an intimation to this effect should be sent to Commissioner, Transport Department, duly indicating particulars such as address for communication, phone, email, etc.;
- b. a non-refundable demand draft of Rs. 25,000/- (Rupees Twenty Five Thousand only) towards the cost of RFP document should be enclosed along with the Proposal.

1.3.2 It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.jharkhandtenders.gov.in/>

SECTION 2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Eligible Bidders

- 2.1.1 The bidder eligible for participating in the qualification process shall be a business entity incorporated in India under the Companies Act, 1956/2013.
- 2.1.2 The bidder should be registered with the Service Tax department and carry a valid PAN from the Income Tax department.
- 2.1.3 Any entity which has been barred by Transport Department, Government of Jharkhand (GoJ), any other State Government in India or Government of India (GoI) or any of their agencies and the bar subsists as on the Proposal Due Date would not be eligible to submit a Proposal. **Error! Reference source not found.**

2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder, who submits or participates in more than one Proposal, shall be disqualified.

2.3 Proposal Preparation Cost

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. DoT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Project Inspections and Visit to the Sites

- 2.4.1 It is desirable that each Bidder submits its Proposal after visiting the sites for the Project and ascertaining for itself the location, surroundings, or any other matter considered relevant by it.
- 2.4.2 It would be deemed that by submitting the Proposal for RFP, the Bidder has:
- a. made a complete and careful examination of the RFP Document
 - b. received all relevant information requested from DoT, and
 - c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the Project sites – 24 DTO locations;
 - ii. existing facilities, infrastructure and structures, if any at such DTO locations;
 - iii. the availability and conditions of utilities in the vicinity of the Project sites;

- iv. conditions affecting transportation, access, disposal, handling and storage of materials, travel and access by personnel; and
- v. all other matters that might affect the Bidder's performance under the terms of this RFP document.

2.4.1 DoT shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.5 Right to Accept or Reject any of the Proposals

2.5.1 Notwithstanding anything contained in this RFP, DoT reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

2.5.2 DoT reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal

2.5.3 Rejection of the Proposal by DoT as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the bids have been opened and the best bidder gets disqualified / rejected, then DoT reserves the right to:

- a. either invite the next best Bidder to match the Proposal submitted by the best Bidder; OR
- b. take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the bidding process.

B. Documents

2.6 Contents of RFP

The RFP Document comprises the contents as listed below, and would additionally include any Addendum issued in accordance with Clause 2.6.

Volume I	Instructions to Bidders
Volume II	Draft Services Agreement

2.7 Amendment of RFP

2.7.1 At any time prior to the Proposal Due Date, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.

2.7.2 Any Addendum thus issued would be posted only on the following website:
<http://www.jharkhandtenders.gov.in/>

2.7.3 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, DoT may, at its own discretion, extend the Proposal Due Date.

2.8 Pre-proposal Meeting

2.8.1 To clarify and discuss issues with respect to the Project and the RFP, DoT may hold Pre-Proposal meeting(s).

2.8.2 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Agreement. Bidders must formulate their queries and forward the same to DoT as per the time schedule set out in SECTION 7 of this Volume of the RFP Document (“**Bidding Schedule**”). DoT may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP.

2.8.3 Bidders may note that DoT will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Service Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.8.4 DoT will endeavour to hold the Pre-Proposal meeting as per Bidding Schedule.

2.8.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory.

2.8.6 All correspondence / enquiries should be submitted to the following in writing by fax/registered post / courier:

ATTN. OF: Commissioner, Transport Department
Government of Jharkhand

ADDRESS: F.F.P Bhawan, Ranchi
Jharkhand - 834004

2.8.7 No interpretation, revision, or other communication from DoT regarding this solicitation is valid unless it is in writing and is signed by Commissioner for Transport Department or his authorised signatory. DoT may choose to post its responses, including a description of the enquiry, but without identifying its source, on the website: <http://www.jharkhandtenders.gov.in/>.

C. Preparation and Submission of Proposal

2.9 Language

2.9.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are

accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.10 Bid Security

2.10.1 Proposals would need to be accompanied by a Bid Security for an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only). The Bid Security shall be kept valid throughout the Proposal Validity Period and would need to be extended, if so required by Transport Department, for any extension in Proposal Validity Period.

2.10.2 The Bid Security shall be in the form of a Bank Guarantee in favour of Commissioner, Transport Department issued by any scheduled bank in India, payable at Ranchi as per details enclosed as **Appendix E**.

2.10.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Draft Services Agreement.

2.10.4 The Bid Security shall be forfeited in the following cases:

- a. If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.16;
- b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
- c. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by DoT;
- d. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

2.11 Validity of Proposal

Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date ("**Proposal Validity Period**"). DoT reserves the right to reject any Proposal, which does not meet this requirement.

2.12 Extension of Validity of Proposal

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, DoT may request Bidders to extend the Proposal Validity Period for a specified additional period.

Any Bidder may refuse to extend the Proposal Validity Period without forfeiting its Bid Security. A Bidder extending the Proposal Validity Period will not be allowed to

modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.10 of this RFP in all respects.

The Successful Bidder shall be required to extend the Proposal Validity Period till the date of execution of the Service Agreement.

2.13 Format and Signing of Proposal

2.13.1 The Bidder would provide all the information as per this RFP. DoT reserves the right to evaluate only those Proposals that are received in the required format and is complete in all respects.

2.13.2 The Bidder shall submit the proposal in three separate covers, namely,

- a. **Qualification Submission** - consisting of the details mentioned in Clause 6.1 of this RFP Document
- b. **Technical Proposal** - consisting of the details mentioned in **Appendix G-1, Appendix G-2, and Appendix G-3** of this RFP Document
- c. **Price Proposal** - consisting of the Bidder's price proposal for the project in prescribed format (**Appendix F**).

2.13.3 The Bidder shall submit the scanned copies of the Proposal on the e-procurement portal of Jharkhand as mentioned in Clause 2.16.1. The Bidder shall also submit one original and one copy of the entire proposal within three (3) days after the Proposal Due Date to the address mentioned in Clause 2.14.5. In the event of any discrepancy between the scanned uploaded Proposal and the hard copies of the Proposal, the scanned uploaded Proposal shall prevail.

2.13.4 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial and stamp each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal, i.e. the authorized signatory. The Proposal shall contain page numbers and shall be properly bound.

2.13.5 The voluminous documents such as annual reports and other supporting documents required for verification of credentials of the Bidder to be submitted as a part of Qualification Submission and Technical Proposal in the 'My Document' section of uploading website set out in Clause 1.3.1.

2.14 Sealing and Marking of Proposals

2.14.1 The Bidder shall seal each of the three parts of the Proposal in separate covers. The three sealed covers shall be placed in a single outer cover, clearly marking each of the envelopes as "**ORIGINAL**".

2.14.2 Similarly, the copies of three parts of the Proposal shall be sealed in separate envelopes and placed in a single larger cover, clearly marking each of the envelopes as "**COPY**".

2.14.3 Both the original and the copy shall be placed in a single larger envelope and sealed.

2.14.4 Each of the envelopes (outer and inner) shall clearly bear the following identification:

**“Proposal for Smart Card based Driving Licenses and Vehicle Registration
Certificates under PPP in Jharkhand”**

2.14.5 The envelopes shall be addressed and submitted to:

ATTN. OF: Commissioner, Transport Department,
Government of Jharkhand

ADDRESS: F.F.P Bhawan, Ranchi
Jharkhand - 834004

If the envelopes are not sealed and marked as instructed above, DoT assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.14.6 Further instructions for submitting the Proposal online is provided in **Appendix H**

2.15 Proposal Due Date

2.15.1 Proposals should be submitted before 1500 hours IST on the Proposal Due Date mentioned in the Bidding Schedule, to the address provided in Clause 2.14.5 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.

2.15.2 DoT may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 2.7, uniformly for all Bidders.

2.16 Modifications/ Substitution/ Withdrawal of Proposals

2.16.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, through the tender uploading website: <http://www.jharkhandtenders.gov.in/> provided that such modification, substitution or withdrawal is done prior to Proposal Due Date. The aforesaid website shall not allow the Proposal to be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.

D. Evaluation of Proposal

2.17 Proposal Opening

2.17.1 DoT would open the Qualification Submissions at 1530 Hrs on the Proposal Due Date for the purpose of evaluation.

2.17.2 DoT would subsequently examine and evaluate Proposals in accordance with the criteria set out in SECTION 3, SECTION 4 and SECTION 5 of this RFP.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. DoT will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. DoT will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of Proposals, DoT will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal:

- a. is received/deemed to be received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15.2;
- b. is signed, sealed and marked as stipulated in Clause 2.13 and Clause 2.14;
- c. is accompanied by the Bid Security as stipulated in Clause 2.10;
- d. is accompanied by the Power of Attorney, the format for which is specified in **Appendix B**;
- e. contains all the information as requested in this document;
- f. contains information in formats same as those specified in this document;
- g. mentions the validity period as set out in Clause 2.11, and
- h. is accompanied by a demand draft towards the cost of RFP Document.

2.19.2 DoT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoT in respect of such Proposals.

2.20 Clarifications

To facilitate evaluation of Proposals, DoT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Additional documents to substantiate based on clarifications sought may be sought to ensure reasonable evaluation of Proposals submitted.

2.21 Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of Proposals, DoT may utilise the services of consultant(s) or advisor(s).

2.22 Proposal Evaluation: Qualification Submissions

- 2.22.1 The Qualification Submissions of the Bidders shall be checked for responsiveness as set out in Clause 2.19 above. All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in SECTION 3.
- 2.22.2 Bidders who meet the qualification criteria set out in Clause 3.2.1 shall be short-listed (“**Qualified Bidders**”) for further evaluation.
- 2.22.3 The Technical Proposal and Price Proposal of the Bidders who do not meet the Qualification Criteria shall be not be opened.

2.23 Proposal Evaluation: Technical Proposal

- 2.23.1 The Technical Proposals of the Qualified Bidders would be evaluated as per the Technical Evaluation Criteria set out in SECTION 4.
- 2.23.2 Only Bidders whose Technical Proposals are found to be acceptable (“**Technically Qualified Bidders**“) would be considered for evaluation in the next stage.
- 2.23.3 The envelope containing the Price Proposal of the Bidders who are not deemed to be Technical Qualified Bidders shall be returned unopened to such Bidders.

2.24 Proposal Evaluation: Price Proposal

The Price Proposals of only Technically Qualified Bidders for the Project will be opened for evaluation on a pre-disclosed date and time in the presence of Bidders who choose to attend. The Bidders’ representatives who are present shall be required to sign and record their attendance.

The Price Proposals of the Bidders for the Project would be evaluated as per process set out in SECTION 5 on the basis of the quoted **Smart Card Fee** by the Bidder in its Price Proposal.

The Bidder quoting the lowest **Smart Card Fee** amount for the Project shall be declared as the Preferred Bidder for the Project (“**Preferred Bidder**”).

2.25 Declaration of Successful Bidder

- 2.25.1 DoT may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 2.25.2 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, DoT shall declare the Preferred Bidder as the Successful Bidder.

2.26 Notifications

DoT will notify the Successful Bidder by a Letter of Acceptance (“**LoA**”) that its Proposal has been accepted.

2.27 DoT's Right to Accept or Reject Proposal

2.27.1 DoT reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Project, without liability or any obligation for such acceptance, rejection or annulment.

2.27.2 DoT reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

2.27.3 DoT reserves the right to reject any Proposal if at any time:

- a. a material misrepresentation made at any stage in the bidding process is uncovered; or
- b. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then DoT reserves the right to:

- a. declare the Bidder with second lowest Price Proposal/ Modified Price Proposal as the Preferred Bidder and where warranted, invite such Bidder for negotiations; or
- b. take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the bidding process.

2.27.4 Conflict of Interest:

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DoT shall be entitled to forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, without prejudice to any other right or remedy that may be available to DoT, hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that, this disqualification shall not apply (i) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 25% of its paid up and subscribed capital, or (ii) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 25% of that other Bidder’s paid up and subscribed capital;

- b. a constituent of such Bidder is also a constituent of another Bidder;
- c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d. such Bidder has the same legal representative for purposes of the Proposals as any other Bidder; or
- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder; or
- f. such Bidder has participated as a consultant to the DoT in the preparation of any documents, design or technical specifications for the Project; or
- g. If any legal, financial or technical adviser of the DoT in relation to the Project is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (i) issue of the LoA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Successful Bidder or Implementation Agency, as the case may be, after issue of the LoA or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LoA or the Agreement and without prejudice to any other right or remedy of the DoT, including the forfeiture and appropriation of the Bid Security or Performance Guarantee, as the case may be, which the DoT may have under the LoA or the Agreement, as the case may be, shall be liable to be terminated without the DoT being liable in any manner whatsoever to the Successful Bidder or the Implementation Agency, as the case may be, for the same.

2.27.5 **Corrupt Practice:**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein or in the LoA or the Agreement, the DoT shall reject a Proposal, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Implementation Agency, as the case may be, if it determines that the Bidder or Implementation Agency, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DoT shall forfeit and appropriate the Bid Security or Performance Guarantee, without prejudice to any other right or remedy that may be available to DoT hereunder or otherwise;
- b. Without prejudice to the rights of the DoT hereinabove and the rights and remedies which the DoT may have under the LoA or the Agreement, if a Bidder/ Implementation Agency, as the case may be, is found by the DoT to

have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder/ Implementation Agency shall not be eligible to participate in any tender or RFP Document issued by DoT during a period of five years from the date such Bidder/ Implementation Agency, as the case may be, is found by the DoT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- c. For the purposes of Clauses above, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DoT who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DoT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the DoT in relation to any matter concerning the RFP;
 - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - iv. **“undesirable practice”** means establishing contact with any person connected with or employed or engaged by the DoT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

2.28 Acceptance of LoA and Execution of Service Agreement

- 2.28.1 Within three (3) days from the date of issue of the LoA, the Successful Bidder shall accept the LoA and return the duplicate copy of the LOA to DoT in acknowledgement thereof along with the Project Consultancy Charges. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DoT may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DoT on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 2.28.2 The Successful Bidder shall execute the Service Agreement for the Project, within one (1) week of the issue of LoA or within such further time as DoT may agree to in its sole discretion.
- 2.28.3 In case of non-compliance of any obligation under this Clause within the specified time, the LoA shall, notwithstanding anything contrary contained therein or in this RFP, be liable to be terminated, without DoT being liable in any manner whatsoever to the Successful Bidder for the same. In such an event DoT shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to DoT for, inter alia, time, cost and effort of DoT, without prejudice to any other right or remedy that may be available to DoT.
- 2.28.4 DoT will promptly notify other Bidders that their Proposal has not been accepted and their Bid Security will be returned as promptly as possible.

2.29 Performance Security

- 2.29.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee for an amount of **Rs. 1,00,00,000/-** (Rupees One Crore only) issued by a scheduled bank in India in favour of DoT, as required under the Draft Services Agreement.
- 2.29.2 Failure of the Successful Bidder to comply with the requirements of Clause 0 or 2.29.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, DoT reserves the right to take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the bidding process.

2.30 Project Consultancy Charges

- 2.30.1 Along with the acknowledgment of LoA the Successful Bidder shall pay an amount of Rs. 31,25,000/- (Rupees Thirty One Lakhs Twenty Five Thousand only) plus applicable Service Tax towards Project Consultancy Charges, in the form of a Demand Draft in favour of "DIMTS Ltd." payable at New Delhi. Such Project Consultancy Charges shall be non-refundable.

2.31 Contact during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time DoT makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, DoT and/ or their employees/ representatives on matters related to the Proposals under consideration.

SECTION 3. EVALUATION FOR QUALIFICATION

3.1 Evaluation Parameters

3.1.1 The Bidder's competence and capability is proposed to be established by the following parameters:

- a. Experience in terms of relevant areas of Information Technology (IT):
- b. Financial capability in terms of:
 - i. Average Annual Turnover.

3.1.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this section.

3.2 Qualification Criteria for Experience

3.2.1 For the purpose of qualification, Bidders shall demonstrate experience for all the criteria ("**Experience Criteria**") set out in table below:

Sl. No	Experience Criteria
1.	<p>The Bidder should have successfully delivered at least two projects in the last five years of at least Rs. 5 Crores preceding Proposal Due Date in the following:</p> <ol style="list-style-type: none">1. Web based integrated IT solutions.2. Smart card services.3. e-Payment gateway services. <p>or</p> <p>Delivered services amounting not less than Rs. 10 Crores in the last five years preceding Proposal Due Date in the following:</p> <ol style="list-style-type: none">1. Web based integrated IT solutions.2. Smart card services.3. e-Payment gateway services.

3.3 Details of Experience

3.3.1 The Bidder shall furnish evidence to support its claim as per **Appendix G-1**.

3.4 Financial Capability

3.4.1 Financial Capability of the Bidders would be evaluated on the basis of the Average Annual Turnover for the last three financial years (**Appendix G-2**).

3.4.2 The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

3.4.3 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last three (3) completed financial years.

3.4.4 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify such undertaking. In such a case, the Bidder shall provide the Audited Annual Financial Statements for three years preceding the latest financial year which would be used for the purpose of evaluation.

3.5 Qualification Criteria for Financial Capability

3.5.1 For the purpose of Qualification, a Bidder would be required to demonstrate the financial capability as set out below:

- Average annual turnover for the last three financial years shall be at least equal to Rs. 15,00,00,000 (Rupees Fifteen Crores only)

3.5.2 For the purposes of evaluation only figures from the latest three audited annual financial statements would be considered.

3.6 Qualified Bidders

Bidders meeting both the Experience Criteria and Financial Capability Criteria shall be declared as Qualified Bidders. The Technical Proposals of only the Qualified Bidders shall be considered for evaluation.

SECTION 4. TECHNICAL PROPOSAL**4.1 Technical Evaluation Criteria**

4.1.1 For the purpose of qualification, Bidders shall demonstrate experience for all the criteria (“**Experience Criteria**”) set out in table below:

Sr. No	Evaluation Criteria	Maximum Score
1.	Project Experience	50
a)	The Bidder should have successfully executed project(s) or delivered IT services during last five years in following fields: a. Web based integrated IT solutions. b. Smart cards services. c. ePayment gateway services.	10
	<i>Amounting to greater than or equal to Rs. 10 Crores</i>	10
	<i>Amounting to greater than or equal to Rs. 5 Crores</i>	5
b)	Managing or managed in the last 5 years, preceding the Proposal Due Date, Vahan / Sarathi based Driving Licence and/or Vehicle Registration Certificate project having SCOSTA compliant Smart Cards:	20
	<i>Greater than or equal to 4 States</i>	20
	<i>3 States</i>	15
	<i>2 States</i>	12
	<i>1 State</i>	8
c)	Projects involving supply, issuance and personalization of Smart Cards in the last 5 years:	10
	<i>25 - 30 Lakh Smart Cards printed in the last 5 years</i>	10
	<i>20 - 25 Lakh Smart Cards printed in the last 5 years</i>	7
	<i>15 - 20 Lakh Smart Cards printed in the last 5 years</i>	4
d)	Experience in managing & operating a Tier II & above data centre or hosting service in the last 3 years:	10
2.	Financial Criteria	10

Sr. No	Evaluation Criteria	Maximum Score
	Average annual turnover of last 3 financial years	10
	<i>Not less than 25 Crores</i>	10
	<i>20 Crores - 25 Crores</i>	7
	<i>≥ 15 Crores - 20 Crores</i>	4
3.	Approach and Methodology	30
	Including but not limited to: a) Detailed understanding of Scope of Work/ project requirements b) Approach and Methodology specific to the project c) Resource management plan d) Detailed Project Plan with interim milestones and timelines e) Components and the proposed solution f) Service plan g) Supply Programme to cover the entire State h) Detailed methodology for operation and maintenance i) Key issues and challenges j) Conformance and adherence of SLAs	30
4.	Technical Presentation	10
	Total	100

The bidder would be required to obtain minimum 70 marks to be eligible for the next round i.e. Price Proposal stage.

SECTION 5. EVALUATION OF PRICE PROPOSAL

5.1 Evaluation Parameters

The Price Proposals of the Bidders shall be evaluated on the basis of the fee quoted by the Bidder in its Price Proposal ("**Smart Card Fee**") for personalisation of each smart Card issued by DoT.

5.2 Evaluation Methodology

- 5.2.1 In case the Price Proposal of any Bidder does not comply with the aforesaid condition, the DoT may, at its own discretion, reject such Proposal as non-responsive.
- 5.2.2 The Bidders shall be ranked based on the **Smart Card Fee**. The Bidder with the lowest **Smart Card Fee** shall be ranked L1 and other proposals are ranked in ascending order.
- 5.2.3 In the event that two or more Bidders have the lowest **Smart Card Fee**, DoT may;
- a. Invite fresh Price Proposals from such Bidders, OR
 - b. Take any such measure as may be deemed fit in its sole discretion.
- 5.2.4 In the event that the Preferred Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding") for the Project, DoT may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Price Proposal of the aforesaid Preferred Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Price Proposal of the Preferred Bidder, it shall be the Preferred Bidder. If two or more Bidders match the said Price Proposal of the Preferred Bidder in the second round of bidding, then the Bidder whose Price Proposal was lowest as compared to other Bidder(s) in the first round of bidding shall be the Preferred Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Price Bidder in the second round of bidding, the said third lowest Bidder shall be the Preferred Bidder.

SECTION 6. CONTENTS OF PROPOSAL

6.1 Qualification Proposal

Qualification Proposal shall consist of the following:

- a. Letter of Proposal as per **Appendix A**
- b. Power of Attorney as per **Appendix B**, authorising the signatory of the Proposal to commit the Bidder
- c. Details of Bidder as per **Appendix C**
- d. Anti-Collusion Certificate as per **Appendix D-1**
- e. Letter of Undertaking from Bidder as per **Error! Reference source not found.**
- f. Bid Security as per **Appendix E**
- g. Demand Draft towards the cost of RFP Document.
- h. Certificate of Incorporation

6.2 Technical Proposal

Technical Proposal shall comprise of:

- a. Statement of Experience as per **Appendix G-1**
- b. Statement of Financial Capability as per **Appendix G-2**
- c. Certificate from the Statutory Auditor as per **Appendix G-3**

6.3 Price Proposal

Price Proposal shall be as per the format set out in **Appendix F**.

SECTION 7. BIDDING SCHEDULE

DoT would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Date of Publication of RFP on Website	23 rd September 2015
2.	Last date for Submission of Pre-bid queries	29 th September, 2015
3.	Pre-bid conference/meeting	6 th October, 2015
4.	Response to the Pre-bid queries	14 th October, 2015
5.	Date of Start of submission of Proposals	30 th October 2015
6.	Proposal Due Date/Last Date/Time for submission of Proposals	6 th November, 2015 at 3:00 PM
7.	Date of opening of Technical Proposals	6 th November 2015; Time- 3:30 p.m
8.	Date of opening of Price Proposals	19 th November 2015; Time- 3:00 p.m

The time and venue for the pre-proposal meeting shall be as follows:

Time : 3:00 PM on 6th October, 2015

Venue : Office of the Commissioner, Transport Department
Govt. of Jharkhand
FFP Bhawan, Ranchi, 834004

Format for Letter of Proposal

Appendix A

(On the Letter head of the Bidder)

Date:

To:

Commissioner, Transport Department
Government of Jharkhand
F.F.P Bhawan, Ranchi
Jharkhand - 834004

Dear Sir,

Sub: Smart Card based Driving Licenses and Vehicle Registration Certificates

We have read and understood the Request for Proposal (“**RFP**”) Document in respect of the Project issued by DoT. We hereby submit our Proposal for the captioned Project.

1. We are enclosing and submitting herewith our Proposal in one (1) original and one (1) copy, along with other submissions and details as per the requirements of the RFP Document, for your evaluation and consideration. The scanned copy of the same is uploaded on the website: <http://www.jharkhandtenders.gov.in/>.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. We shall make available to the DoT any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
5. We acknowledge the right of the DoT to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We declare that:
 - (a) We have examined and have no reservations to the RFP Documents, including the Addendum issued by DoT.
 - (b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.27.5 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the DoT or any other public sector enterprise or any government, Central or State.
7. We hereby certify that we have taken steps to ensure conformity with the provisions of Clause 2.27.4 of the RFP Document.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders.
9. We declare that we satisfy and meet the requirements as specified in the RFP Document and are eligible to submit a Proposal in accordance with the terms of this RFP Document.
10. We accept that we shall use only SCOSTA certified smart card product (certified by NIC) towards the fulfilment of the order and shall keep the SCOSTA certificate renewed and/or upgraded as per the latest amendments issued by NIC.
11. We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less than 10% of our issued and subscribed equity share capital.
14. We hereby certify and confirm that:
 - a. We or any of our promoter(s) / director(s) are not barred by GoI/ GoJ/ any other entity of GoJ or GoI from participating in project/s, either individually or as member of a consortium as on date.
 - b. We are aware that, our Proposal would be liable for rejection in case any misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the Agreement Period.
15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification; we shall intimate DoT of the same immediately.
16. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by DoT in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of our being declared as the Successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us as part of the RFP Document (including any amendments issued thereto) prior to submission of Proposal. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. We have studied the RFP Document carefully and also surveyed the Project requirements and other matters pertaining thereto. We understand that except to the

extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DoT or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.

19. Our Price Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP Document, draft Service Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
20. We confirm our having submitted the Bid Security of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) to DoT in accordance with the RFP Document. The Bid Security in the form of the Bank Guarantee is enclosed.
21. We agree and understand that the Proposal is subject to the provisions of the RFP Document. In no case shall we have any claim or right of whatsoever nature if our Proposal is not opened or our Proposal is rejected at any stage or the Project / Contract is not awarded to us.
22. We agree and undertake to abide by all the terms and conditions of the RFP Document.
23. We agree to keep and confirm that our Proposal is valid upto _____ (minimum of 180 days from Proposal Due Date).

Dated thisDay of, 2015.

Signature of the Authorised Signatory.....

Name of the Authorised Signatory.....

Note: *On the Letterhead of the Bidder*

**Format for Power of Attorney for Signing
of Proposal**

Appendix B

(On stamp paper of appropriate value)

Power of Attorney

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “Smart Card based Driving Licenses and Vehicle Registration Certificates” in the state of Jharkhand (the “Authority”) including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Details of Bidder

Appendix C

1. Name
2. Address of the office(s)
3. Date of incorporation and/or commencement of business.
4. Brief description of the Company including details of its main lines of business.
5. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :
6. Details of individual (s) who will serve as the point of contact / communication for DoT within the Company:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :

Format for Anti-Collusion Certificate

Appendix D-1

(On the Letterhead of the Bidder)

1. We certify that this Bid is made in good faith, and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work
 - (i)
 - (a) communicate to any person other than the DoT or person duly authorized by it in that behalf the amount or approximate amount of the Bid or proposed Bid, except where the disclosure, in confidence, of the approximate amount of the Bid was necessary to obtain insurance premium quotations required for the preparation of the Bid;
 - (b) enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw any Bid once offered or vary the amount of any Bid to be submitted;
 - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the work, any act or thing of the sort described at (i) (a) or (b) above.
2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Bid and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the work” means the work in relation to which this Bid is made.

Dated this Day of 2015

Name of the Bidder

.....

Signature of the Authorised Representative & Signatory

.....

Format for Bid Security

Appendix E

(To be issued by a Scheduled Bank in India)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as "**Guarantor**") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of,

Commissioner, Transport Department, Government of Jharkhand (hereinafter called "**Transport Department**") having its office at F.F.P Bhawan, Ranchi, Jharkhand – 834004, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- a) M/s. _____ Ltd., a company registered under provisions of the Companies Act, 1956/2013, having its registered office at _____ (hereinafter called "**Bidder**") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for "**Smart Card based Driving Licenses and Vehicle Registration Certificates under PPP in Jharkhand**".
- b) In terms of Clause 2.10 of the Request for Proposal Document dated _____ issued in respect of the Project (hereinafter referred to as "**RFP Document**") the Bidder is required to furnish to Transport Department an unconditional and irrevocable Bank Guarantee for an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) as Bid Security for the Project.
- c) The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to Transport Department an amount not exceeding Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)¹, within 5 days of receipt of a written demand from Transport Department calling upon the Guarantor to pay the said amount.

¹ Bid Security amount as set out in Clause 2.11

2. Any such demand made on the Guarantor by Transport Department shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
3. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of Transport Department is disputed by the Bidder or not.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred and Eighty) days from _____ (Proposal Due Date) or for such extended period as may be mutually agreed between Transport Department and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
6. In order to give full effect to this Guarantee, Transport Department shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by Transport Department against the Bidder or any indulgence shown by Transport Department to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of Transport Department or any indulgence by Transport Department to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
7. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank

by the hand of Mr _____

its _____ and authorised official.

Format for Price Proposal

Appendix F

(To be enclosed in a separate cover)

On the Letterhead of the Bidder

Date:

To

Commissioner, Transport Department
Government of Jharkhand,
F.F.P Bhawan, Ranchi
Jharkhand - 834004

Sir,

**Re: Smart Card based Driving License and Vehicle Registration Certificate
under PPP in Jharkhand**

Being duly authorized to represent and act on behalf of_____. (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document dated _____ provided to us by DoT in respect of the captioned Project, the undersigned hereby submit below our Financial Proposal in response to the RFP.

We hereby submit our Price Proposal and quote Smart Card Fee of Rs. (Rupees _____ only) (in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the draft Service Agreement. The quote is inclusive of applicable Service Tax and also includes all other taxes, duties, cess, and levies.

Our Price Proposal shall be binding upon us subject to the modifications, if any, as per Clause 2.16.1 of the RFP document, up to expiration of the validity period of the Price Proposal i.e. _____ [Date].

We understand that DoT is not bound to accept any Proposal they receive.

Yours faithfully,

(Signature of Authorised Signatory)

(Name and designation of the Authorised Person)

Format for Statement of Experience

Appendix G-1

Name of Project	
Name, address and contact details of Client	
Scope of the project	
Name(s) of other member(s) of consortium, in case, the said project was executed as a consortium	
Scope of work of Bidder	
Date of commencement of project	
Date of completion of Bidder's scope of work	
Total billings from project for Bidder	

The above statement shall be supported by

1. a certificate issued by the Client clearly stating the scope of the project, cost of the project, and date of successful completion.
2. copy of the joint venture agreement, in case the project was executed as a consortium
3. certificate from statutory auditor certifying date of successful completion of Bidder's scope of work in the project and the total billings till such date in format set out in Appendix G-3.

**Format for Statement of Financial
Capability****Appendix G-2**

Name of Bidder	Annual Turnover			
	Year 1 (From _____ to _____)	Year 2 (From _____ to _____)	Year 3 (From _____ to _____)	Average

Instructions:

For the purpose of qualification:

1. **Annual Turnover** = Annual Turnover Less Statutory Taxes such as Service Tax, Excise Duty, VAT etc.
2. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
3. The Bidder shall provide the audited annual financial statements as required for this RFP. Failure to do so would result in the Proposal being considered as non-responsive.
4. A certificate from the Statutory Auditor should be provided as supporting document certifying the Qualification Statement submitted by the Bidder.
5. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
6. Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.
7. In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.
8. Experience (Financial Capability and Experience) of only the Bidder shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

Format for Statutory Auditor Certificates

Appendix G-3

Format 1: Experience Certification

Date:

We have verified the relevant statutory and other records of M/s _____ [*Name of the Bidder*], and certify the M/s. _____ has executed _____ (name of project)

We have also scrutinized the documents made available to us for the said project and certify the following:

S.No	Name of the Project	Date of Commissioning	Project Cost/ Value ² of Services
1.			
2.			

Format 2: Financial Capability Certification

Signature and Seal
and registration number of
Statutory Auditor

Date:

We have verified the relevant statutory and other records of M/s _____ [*Name of the Bidder*], and certify the following:

Criteria	Year 20__ to 20__	Year 20__ to 20__	Year 20__ to 20__
Annual Turnover (Rs. Crores)			

Signature and Seal
and registration number of
Statutory Auditor

² As charged and collected from end user for availing such services

Instructions for Submitting Proposals online

Appendix H

Note: The Bidder should read and understand the following instructions before submitting the Proposal

1. Bidder has to register (if not registered) with e-tendering service provider NIC
2. Bidding would be done through e-tendering website: www.jharkhandtenders.gov.in
3. All the documents shall be digitally signed.
4. Bidders are required to have digital signature prior to submitting the Proposal.
5. Minimum computer requirement for e-tendering:
 - a. Minimum of 512 MB of RAM
 - b. Minimum 1 USB Port
 - c. Windows Operating System
 - d. Reliable Internet connectivity (Internet dongle or Ethernet card)
 - e. Operating System - Windows XP or above
 - f. Browser Version - Internet Explorer version 8 or above, Google Chrome, Mozilla Firefox
6. For help related to uploading of Proposal Bidders are required to contact the NIC cell: 0651-2400178
7. E-Procurement system does not allow submission of documents after Proposal Due Date. Incomplete form or non-submission of documents to verify details may result into rejection of your offer and no communication shall be done for submission of documents.
8. Price Proposal to be uploaded after filling all relevant information.

DTO Locations and Historical Data**Appendix I****1.1. Learning Licence Data**

Sr. No.	DTO	Table 1 : Learning License			
		2011-12	2012-13	2013-14	2014-15
1	Ranchi	12993	13917	20873	28320
2	Hazaribagh	16589	28832	23314	19120
3	Palamu	6860	10604	11417	9021
4	Dumka	5984	5096	6036	3406
5	Jamshedpur	27193	21838	23136	20018
6	Chaibasa	5839	6691	5286	5998
7	Gumla	2544	3825	5383	3795
8	Lohardaga	4563	9237	10947	7438
9	Bokaro	4740	11163	12969	12283
10	Dhanbad	24417	25285	22126	23672
11	Giridih	5469	7356	7495	5421
12	Kodarma	3826	7397	3960	2843
13	Chatra	3057	4259	3695	5644
14	Garhwa	3548	4081	5194	4011
15	Deoghar	4516	4705	5003	6211
16	Pakur	2013	1346	1324	843
17	Godda	4215	5923	6163	4566
18	Sahebganj	3656	3292	2730	3320
19	Latehar	1052	1275	1994	4160
20	Simdega	13819	2799	2767	1309
21	Jamtara	3948	4481	3831	2085
22	Saraikela	936	1015	1065	1041
23	Khunti	Not Operational	Not Operational	Not Operational	Not Operational
24	Ramgarh	Not Operational	Not Operational	Not Operational	Not Operational
	TOTAL	161777	184417	186708	174525

1.2. Driving Licence Data

Sr. No.	DTO	Table 2 : Driving License			
		2011-12	2012-13	2013-14	2014-15
1	Ranchi	7670	7945	11509	11518
2	Hazaribagh	12876	27693	25051	25051
3	Palamu	6379	8913	10231	10231
4	Dumka	4970	3945	4483	4483
5	Jamshedpur	27356	21451	21481	24398
6	Chaibasa	3746	4981	3973	4069
7	Gumla	1725	2716	4389	4389
8	Lohardaga	3458	9244	10579	11226
9	Bokaro	1261	7472	11302	11302
10	Dhanbad	20826	19237	19935	19935
11	Giridih	3292	4841	6954	6954
12	Kodarma	6646	11150	4462	4462
13	Chatra	2645	3324	3820	3820
14	Garhwa	3362	3293	3791	3791
15	Deoghar	3253	2771	3254	3282
16	Pakur	2304	1713	1673	1673
17	Godda	3662	5004	5749	5749
18	Sahebganj	3077	2219	2259	2259
19	Latehar	903	1032	1095	4439
20	Simdega	16837	2607	2916	2916
21	Jamtara	3118	3908	3657	3657
22	Saraikela	761	916	723	723
23	Khunti	Not Operational	Not Operational	Not Operational	Not Operational
24	Ramgarh	Not Operational	Not Operational	Not Operational	Not Operational
	TOTAL	140127	156375	163286	170327

1.3. Commercial Driving Licence Data

Sr. No.	DTO	Table 3 : Commercial License*			
		2011-12	2012-13	2013-14	2014-15
	TOTAL	30819	22582	12545	8156

Note:

- Commercial Driving Licences are included in the Total Driving License (Table in 1.2)
- DoT has plans to develop Heavy Motor Vehicle Driving Institutes in the state, therefore number of Commercial Driving Licences could increase substantially in the forthcoming years.

1.4. Vehicle Registration Certificates Data

Sr. No.	DTO	Table 4 : Vehicle Registration Certificates			
		2011-12	2012-13	2013-14	2014-15
1	Ranchi	58203	63019	67963	63560
2	Hazaribagh	26067	31673	33053	32441
3	Palamu	9725	11064	13304	15102
4	Dumka	7831	8410	9746	9760
5	Jamshedpur	50987	44402	45868	47307
6	Chaibasa	6018	6400	6381	6067
7	Gumla	3347	4103	4839	5053
8	Lohardaga	3961	5024	5213	4790
9	Bokaro	21126	19648	19908	21963
10	Dhanbad	40085	42100	43662	39942
11	Giridih	10852	12823	15612	13827
12	Kodarma	5741	5997	5250	5369
13	Chatra	2038	2860	2987	4329
14	Garhwa	3529	4273	4489	5204
15	Deoghar	8194	10240	11939	11169
16	Pakur	2064	2131	2583	2935
17	Godda	7033	8855	9993	8810
18	Sahebganj	3209	4375	4460	5676
19	Latehar	944	1483	1471	1676
20	Simdega	2723	2659	2842	2958
21	Jamtara	4972	5340	5605	4229
22	Saraikela	929	1282	1620	2654
23	Khunti	Not operational	Not operational	Not operational	Not operational
24	Ramgarh	Not operational	Not operational	Not operational	Not operational
	TOTAL	279578	298161	318788	314821

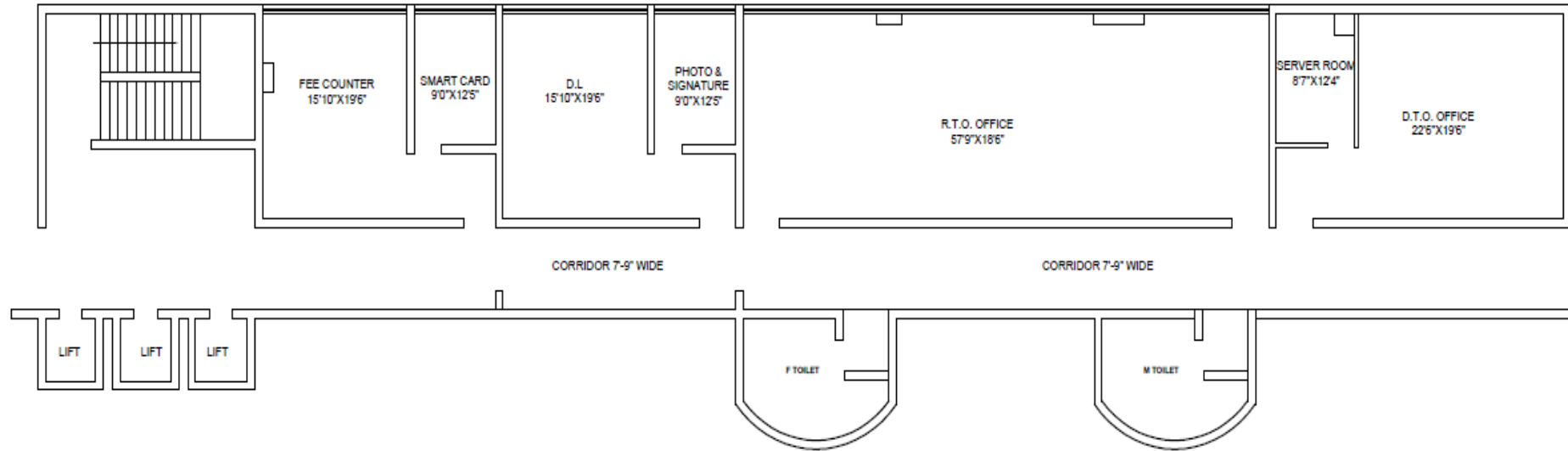
1.5. Registered Motor Vehicles (01-01-2000 to 31-07-2012)

S. No.	Name of Districts	Truck/ Mini Truck	Bus/M.W. Bus	Car/Station Wagon	Taxi	Jeep	Three Wheeler	Two Wheeler	Tractor	Trailer	Other	Total
1	Ranchi	22302	4472	72182	10357	21057	27907	492261	11361	6324	1590	669813
2	Hazaribagh	20416	1244	18677	6425	6497	2727	193766	5348	4945	3053	263098
3	Palamu	3755	1166	2284	1300	3431	4054	66172	3538	2315	1225	89240
4	Dumka	2592	782	1804	1040	2941	887	56227	1327	1338	772	69710
5	Jamshedpur	13250	1675	58332	5426	13104	29548	502965	3262	2500	9805	639867
6	Chaibasa	4959	458	3129	683	1584	283	58950	1531	1476	573	73626
7	Gumla	176	239	1272	513	786	1518	27318	1553	1589	63	35027
8	Lohardaga	757	79	493	89	233	1315	17930	690	653	53	22292
9	Bokaro	7778	925	19632	1310	3656	6999	226714	2400	2343	637	272394
10	Dhanbad	23116	1350	47875	6457	7749	12998	341592	2555	2327	2899	448918
11	Giridih	3856	453	2827	1441	2531	2429	72455	4331	3845	1218	95386
12	Kodarma	2689	136	1432	528	794	699	27306	727	632	589	35532
13	Chatra	342	143	482	445	728	491	11028	721	573	59	15012
14	Garhwa	183	53	352	145	671	1415	15234	927	767	69	19816
15	Deoghar	1131	358	2350	2199	1091	5308	50898	2909	2917	216	69377
16	Pakur	873	6	150	151	257	101	5201	616	472	129	7956
17	Godda	928	122	1220	785	1107	392	37986	2737	1291	13	46581
18	Sahebganj	409	48	308	245	417	192	17781	1115	467	159	21141
19	Latehar	457	2	98	19	36	318	1916	459	68	17	3390
20	Simdega	64	10	289	21	58	246	5646	222	213	108	6877
21	Jamtara	70	13	129	0	188	221	17907	379	382	118	19407
22	Saraikela	103	2	83	0	46	21	1258	58	42	35	1648
23	Khunti	Not operational										
24	Ramgarh	Not operational										

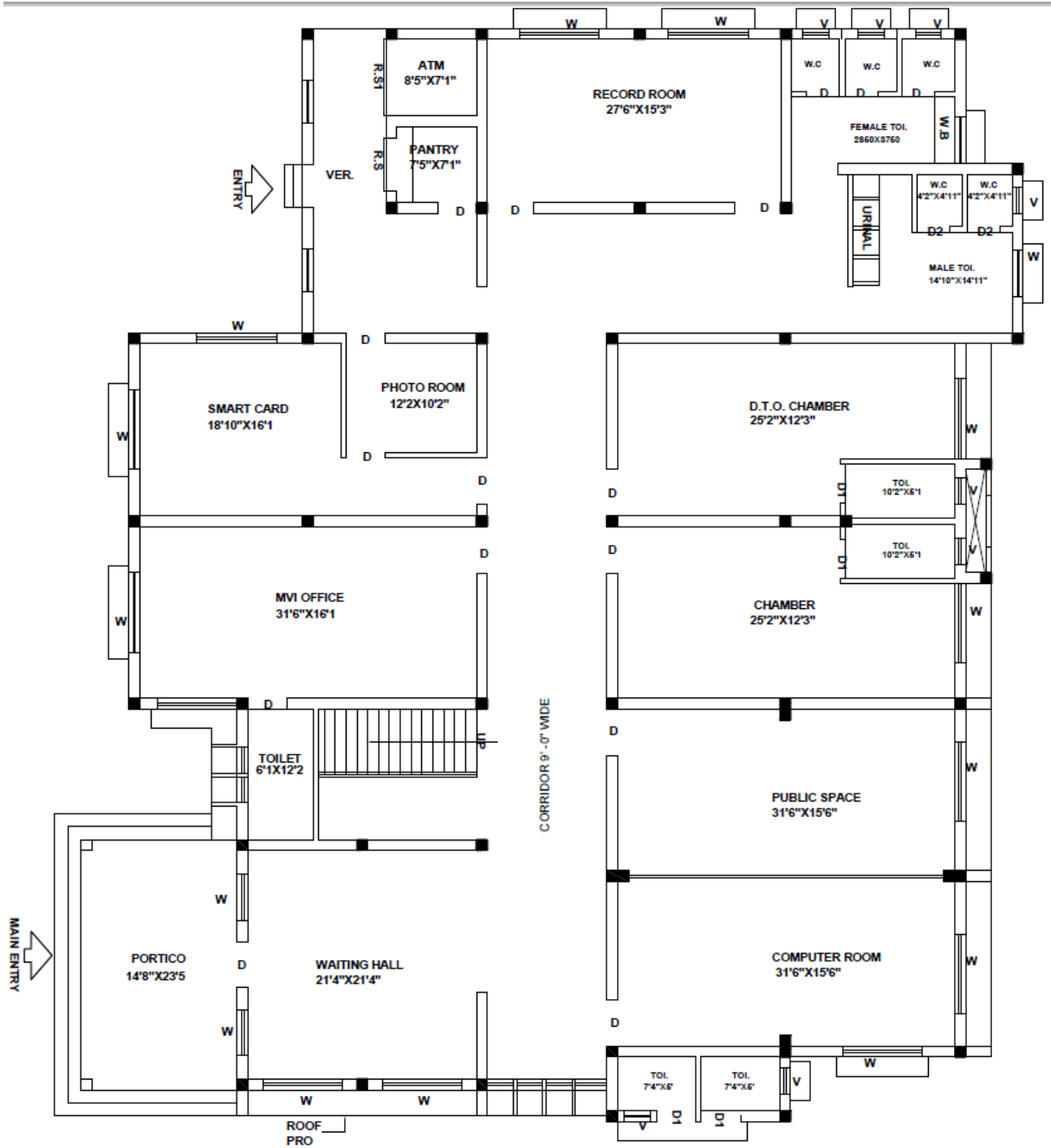
Existing Layout Plans

Appendix J

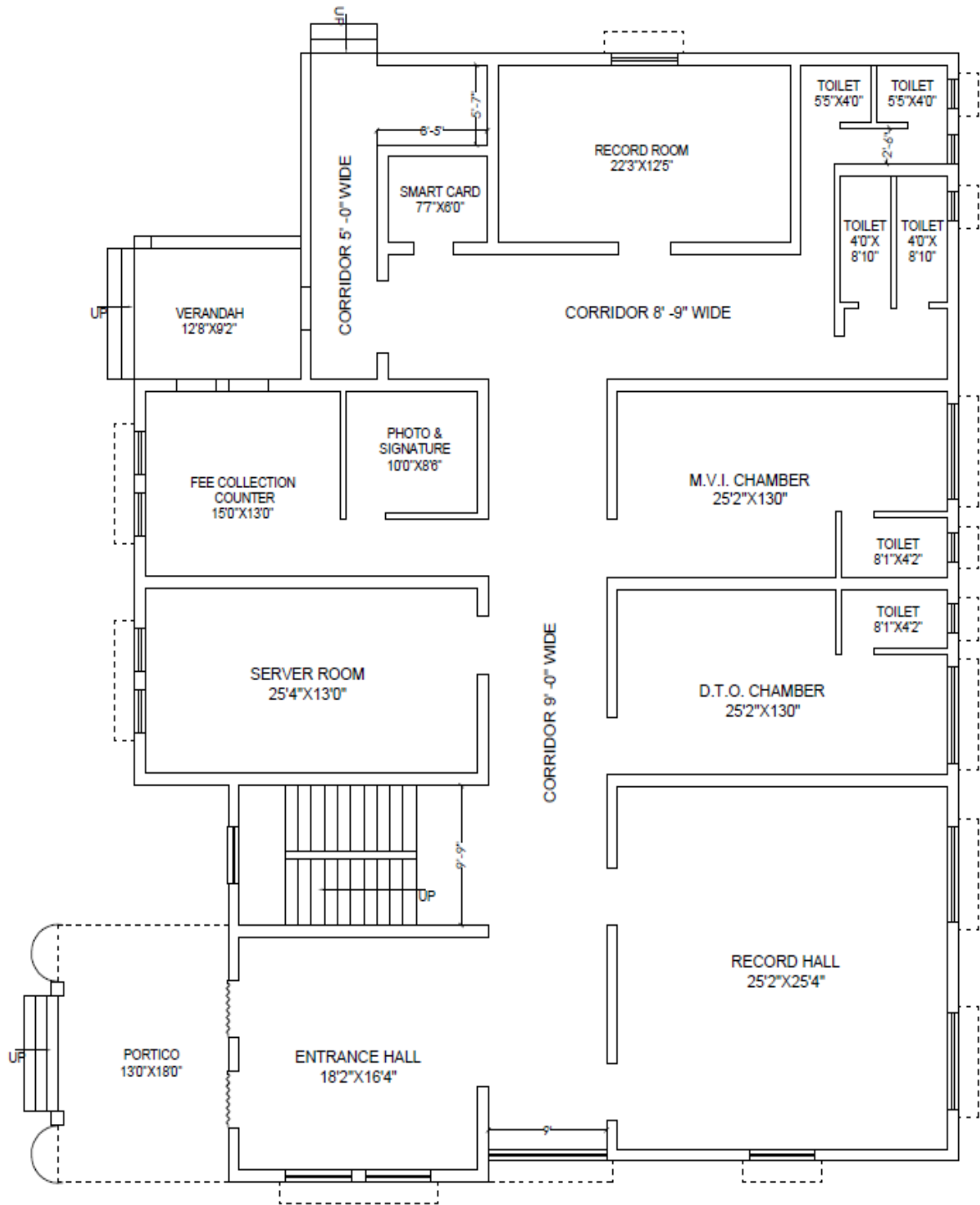
1) Ranchi



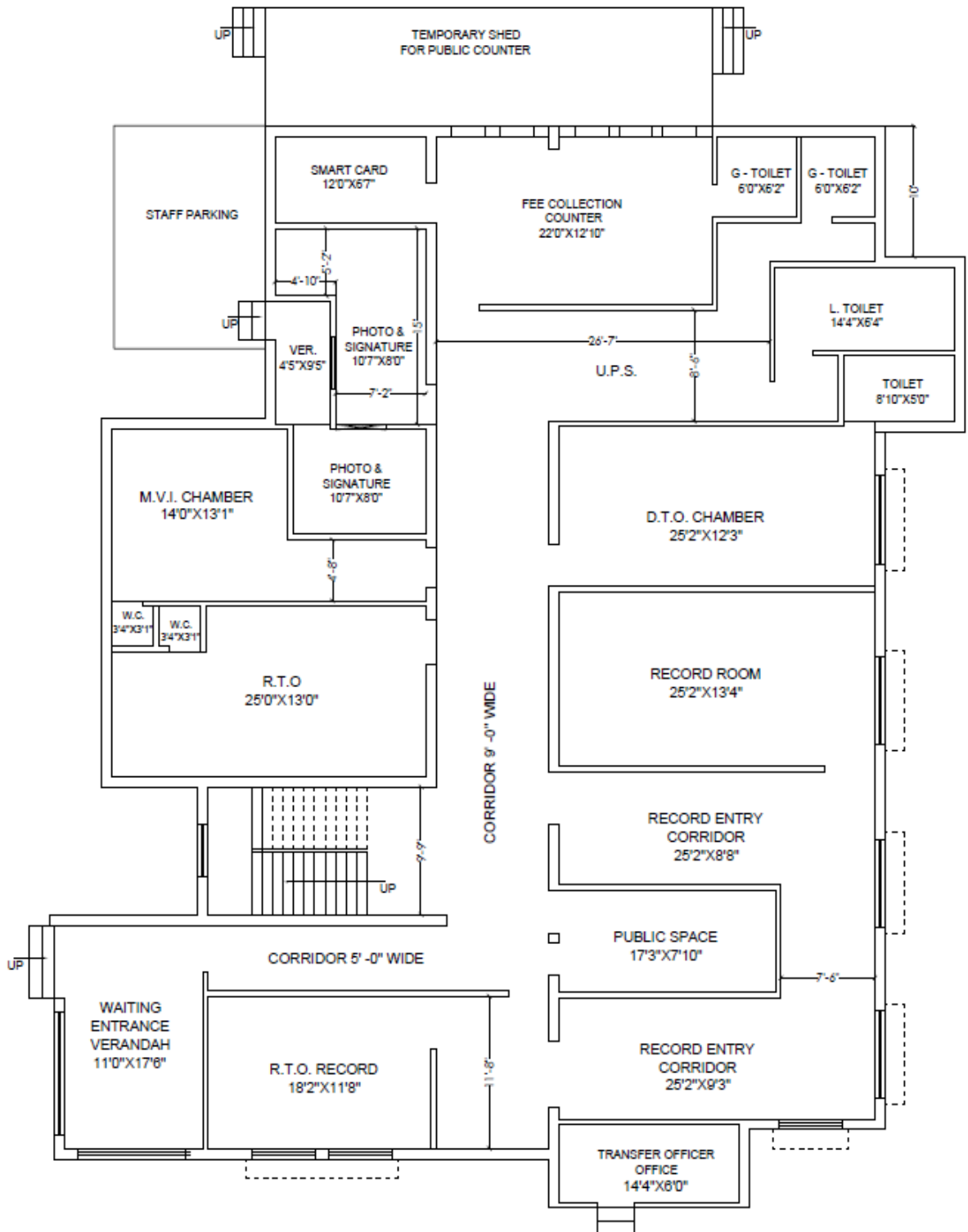
2) Bokaro



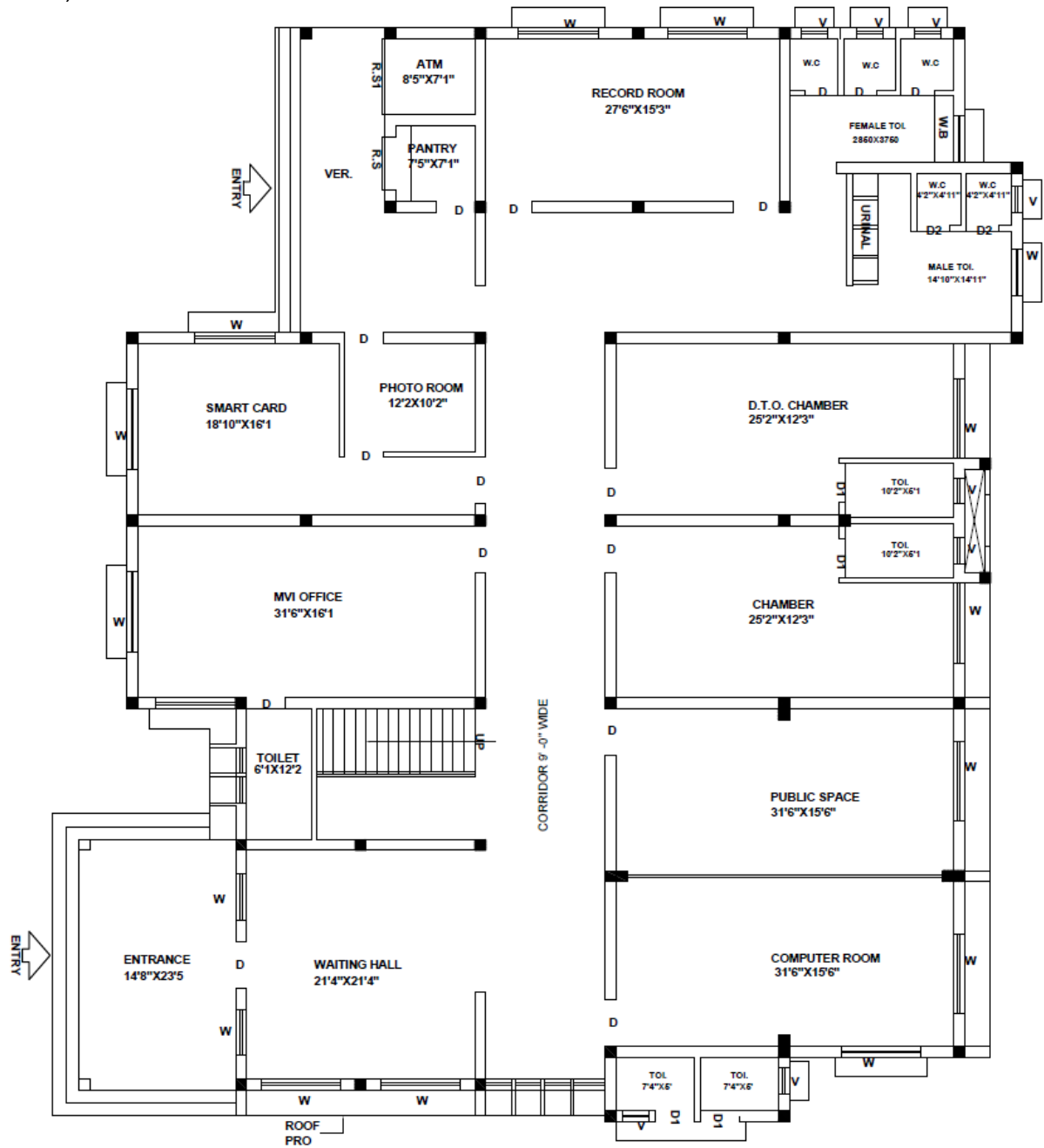
3) Chaibasa



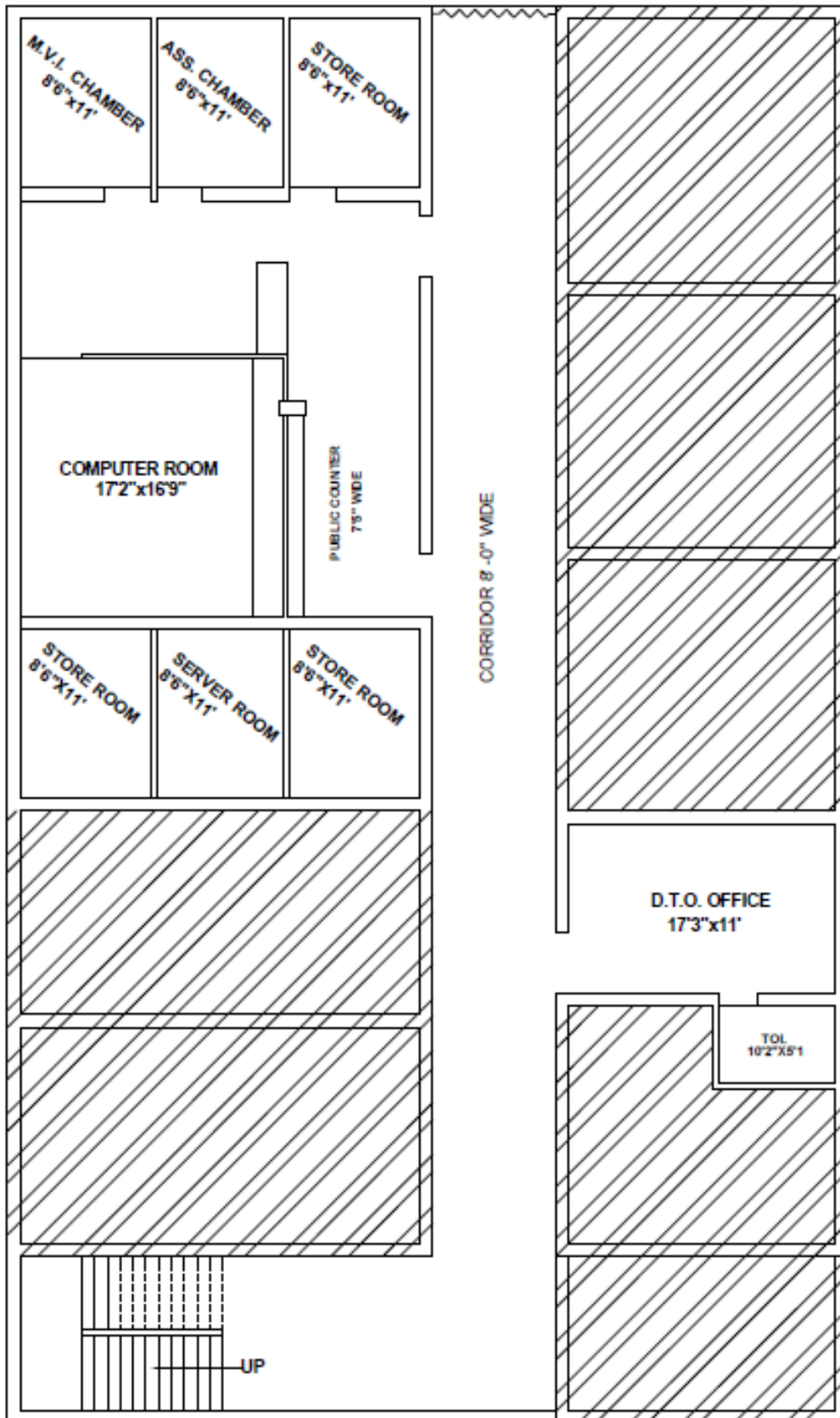
4) Dhanbad



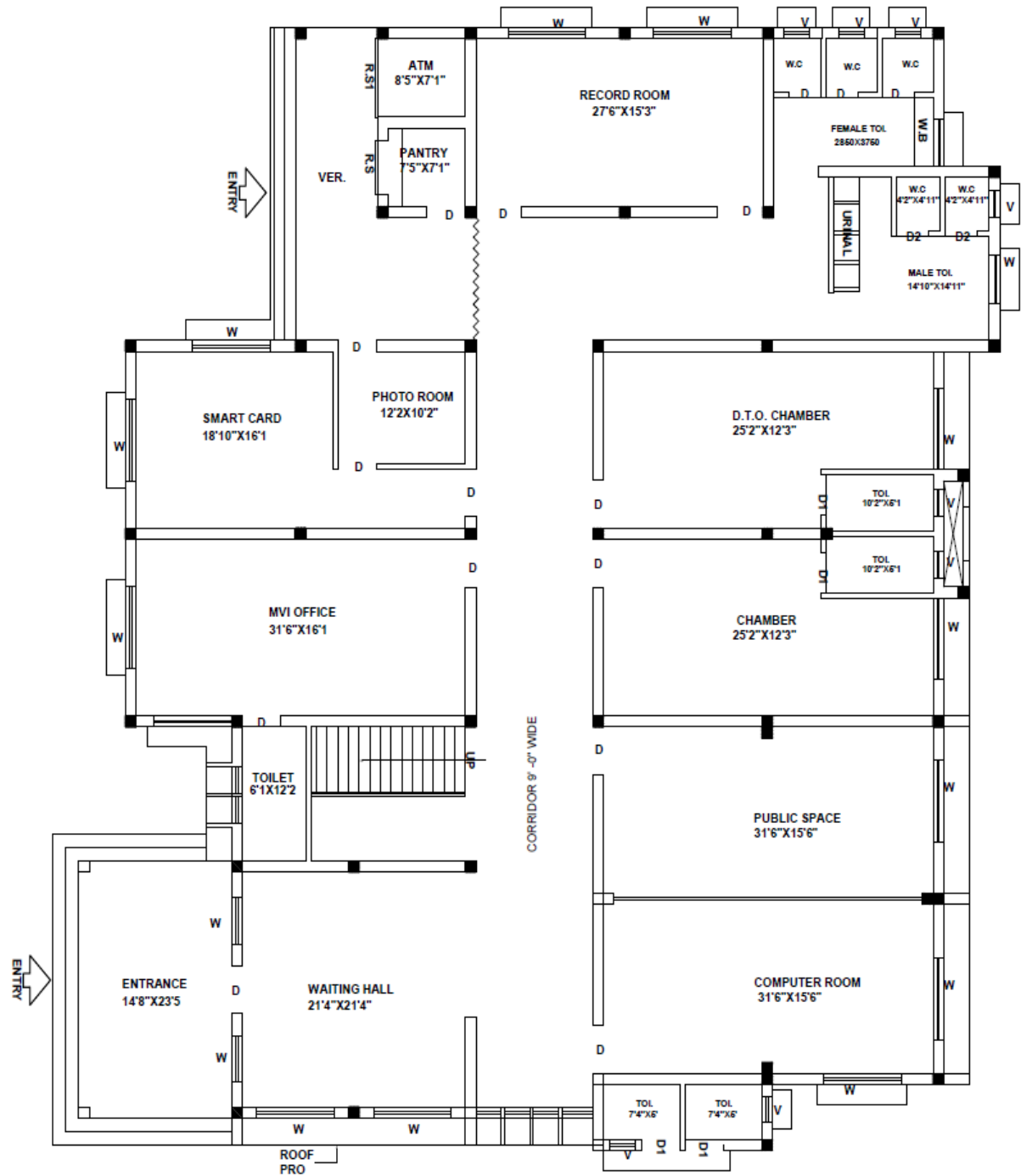
5) Dumka



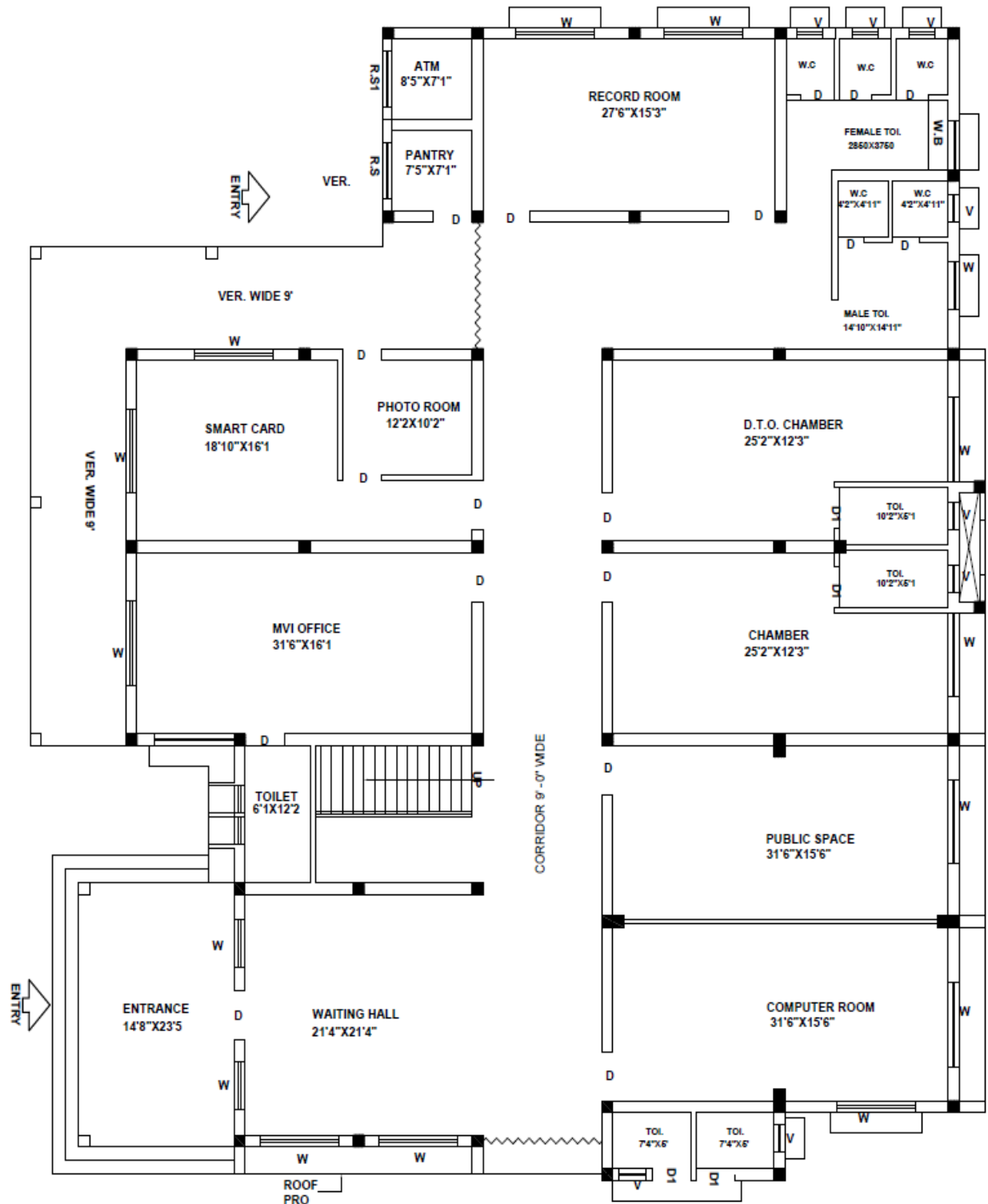
6) Garwah



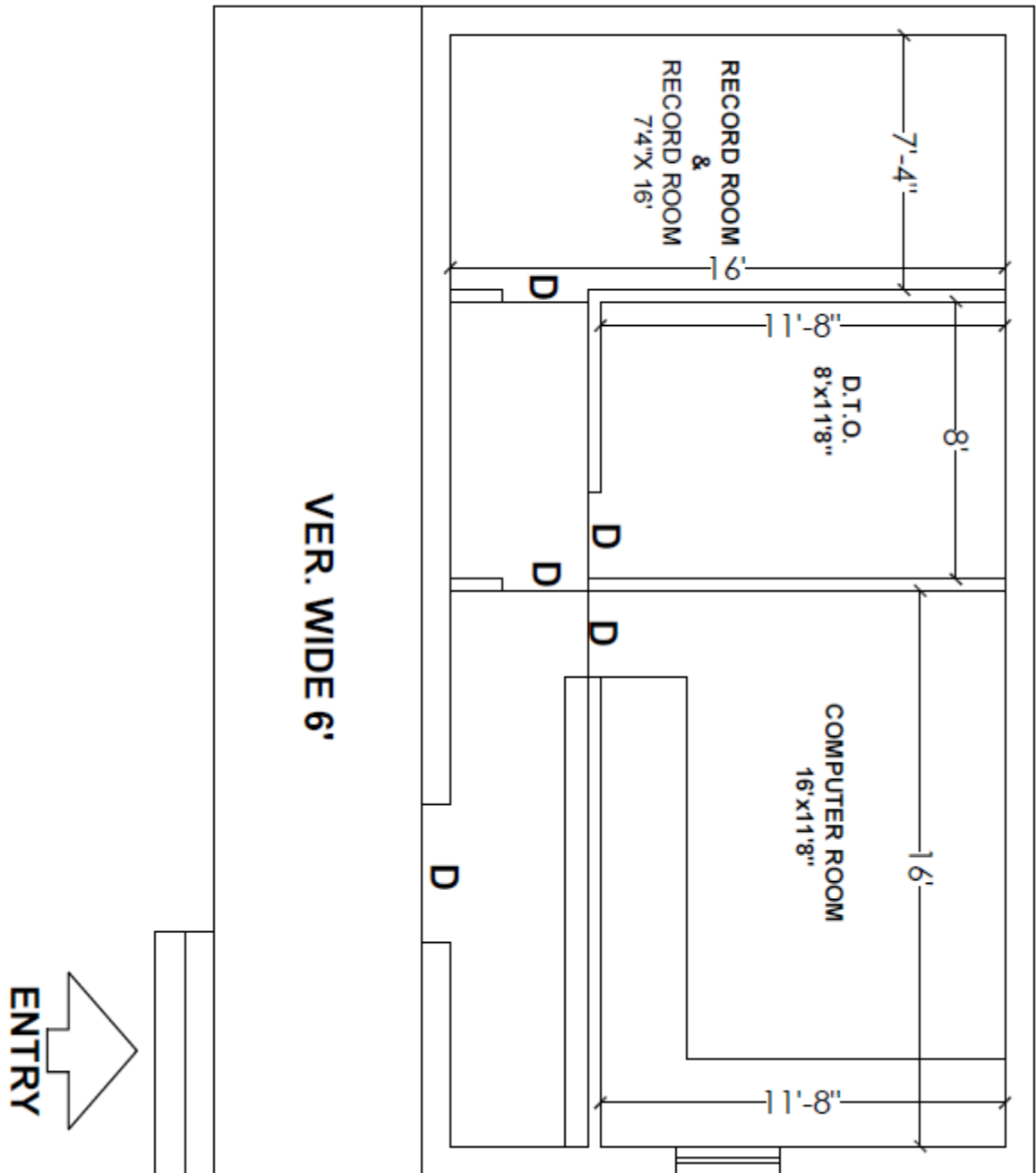
7) Giridih



8) Godda

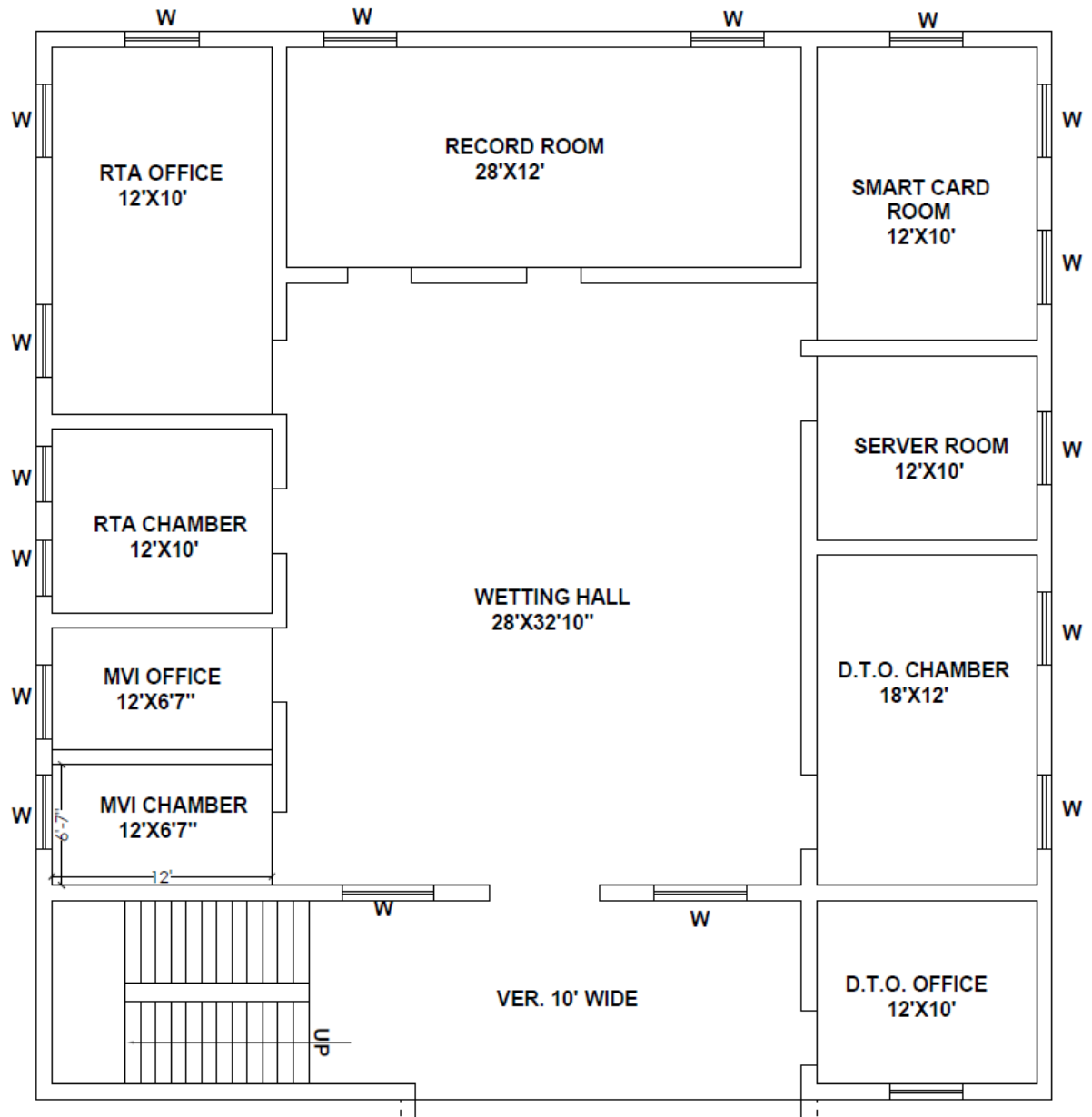


9) Gumla

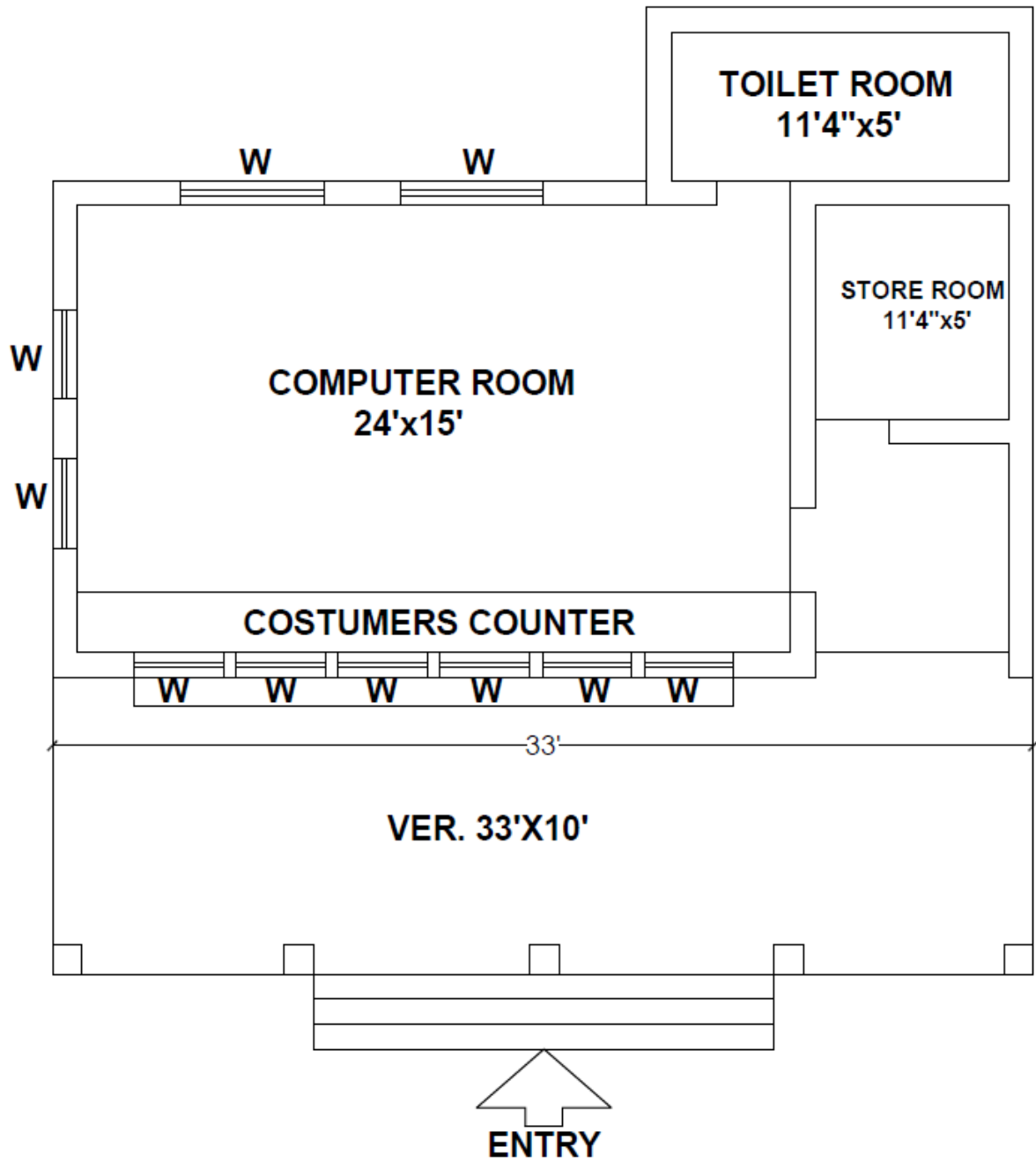


10) Hazaribagh

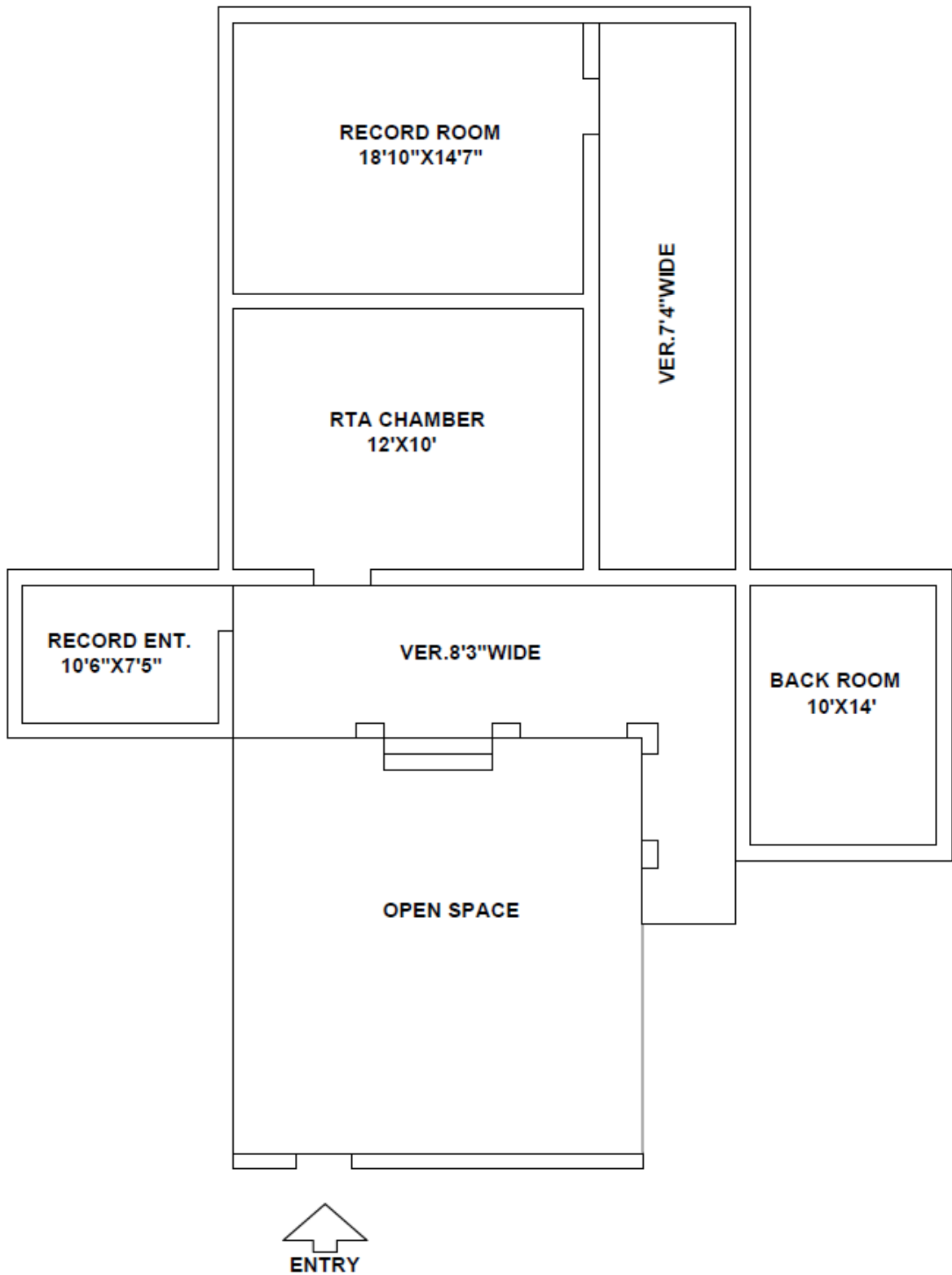
a. DTO 1



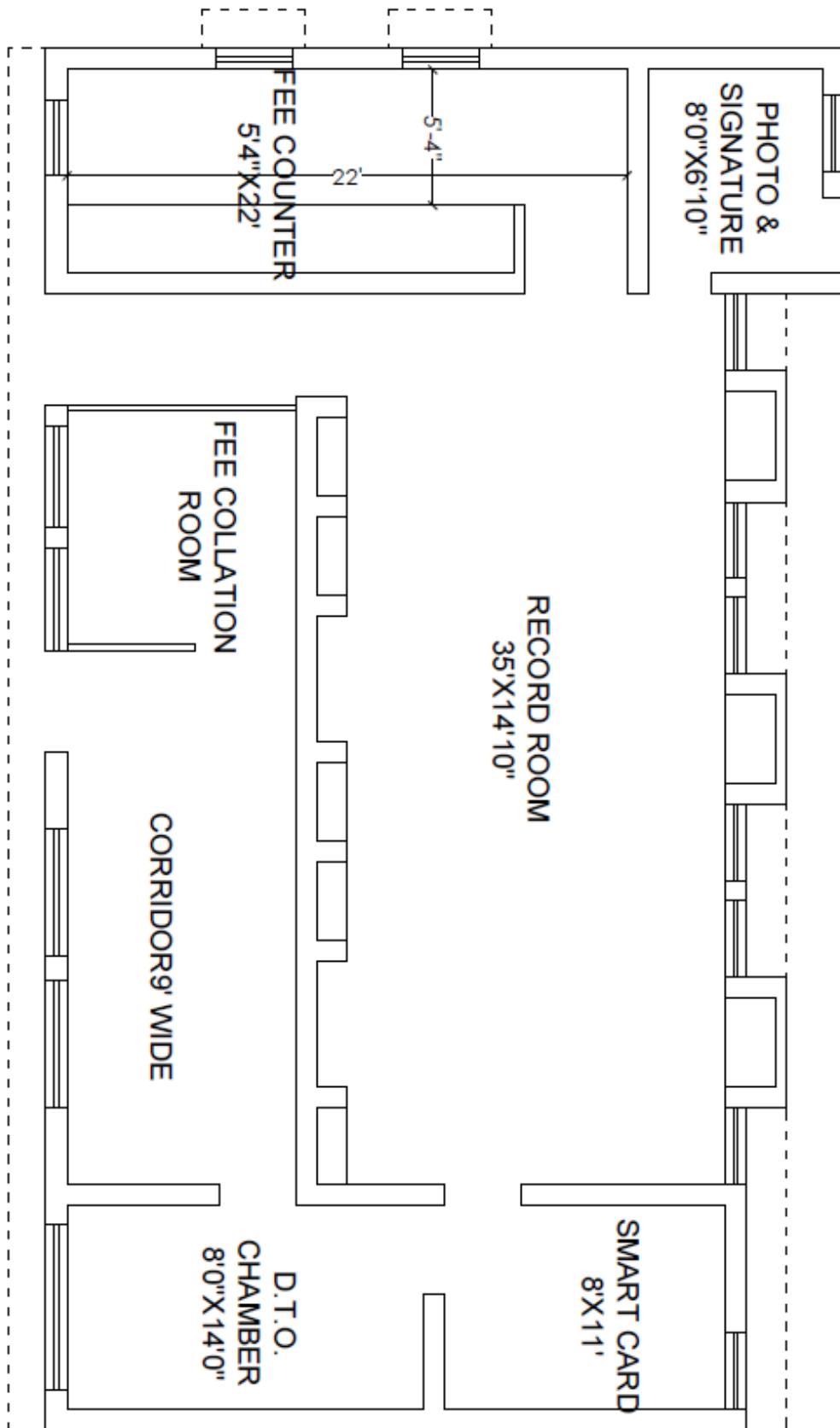
b. DTO 2



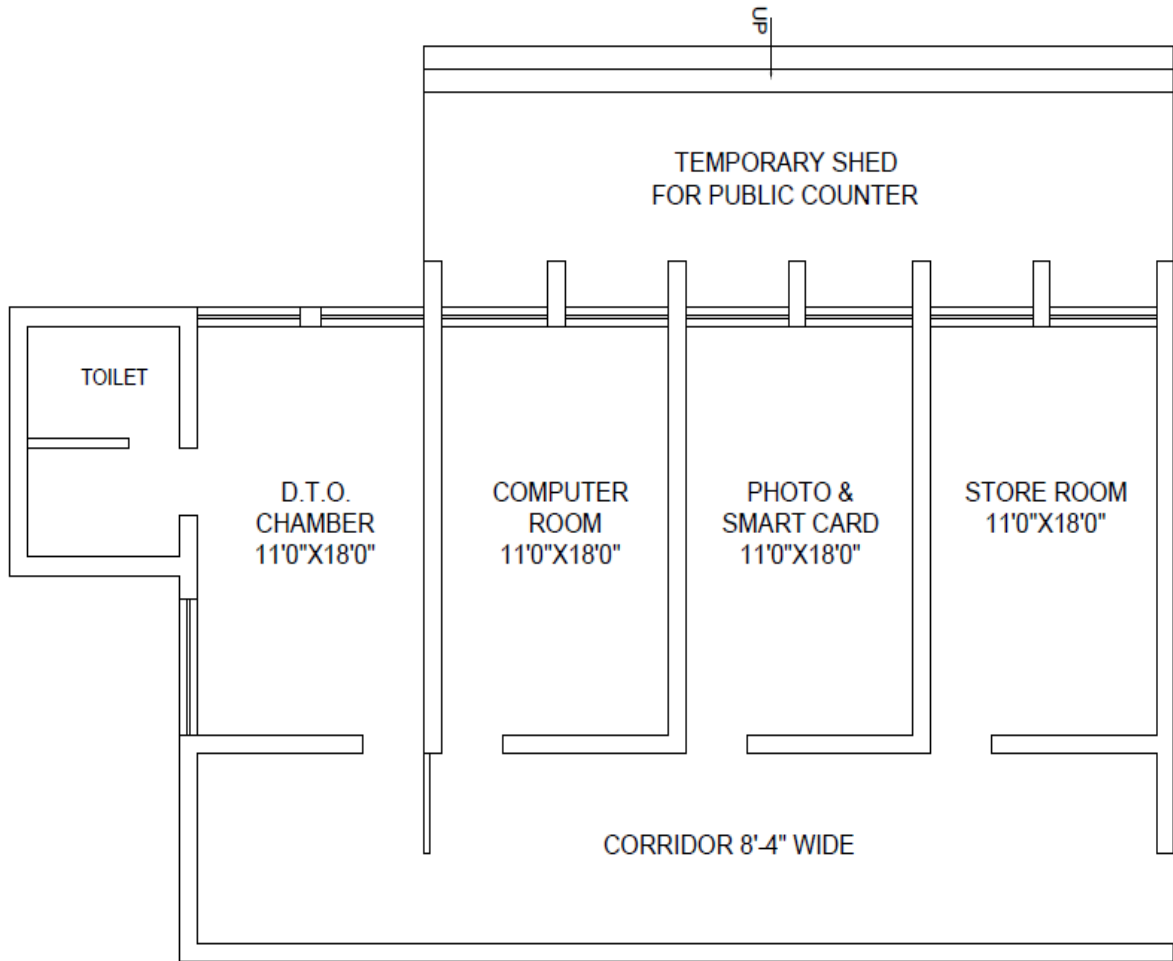
c. DTO 3



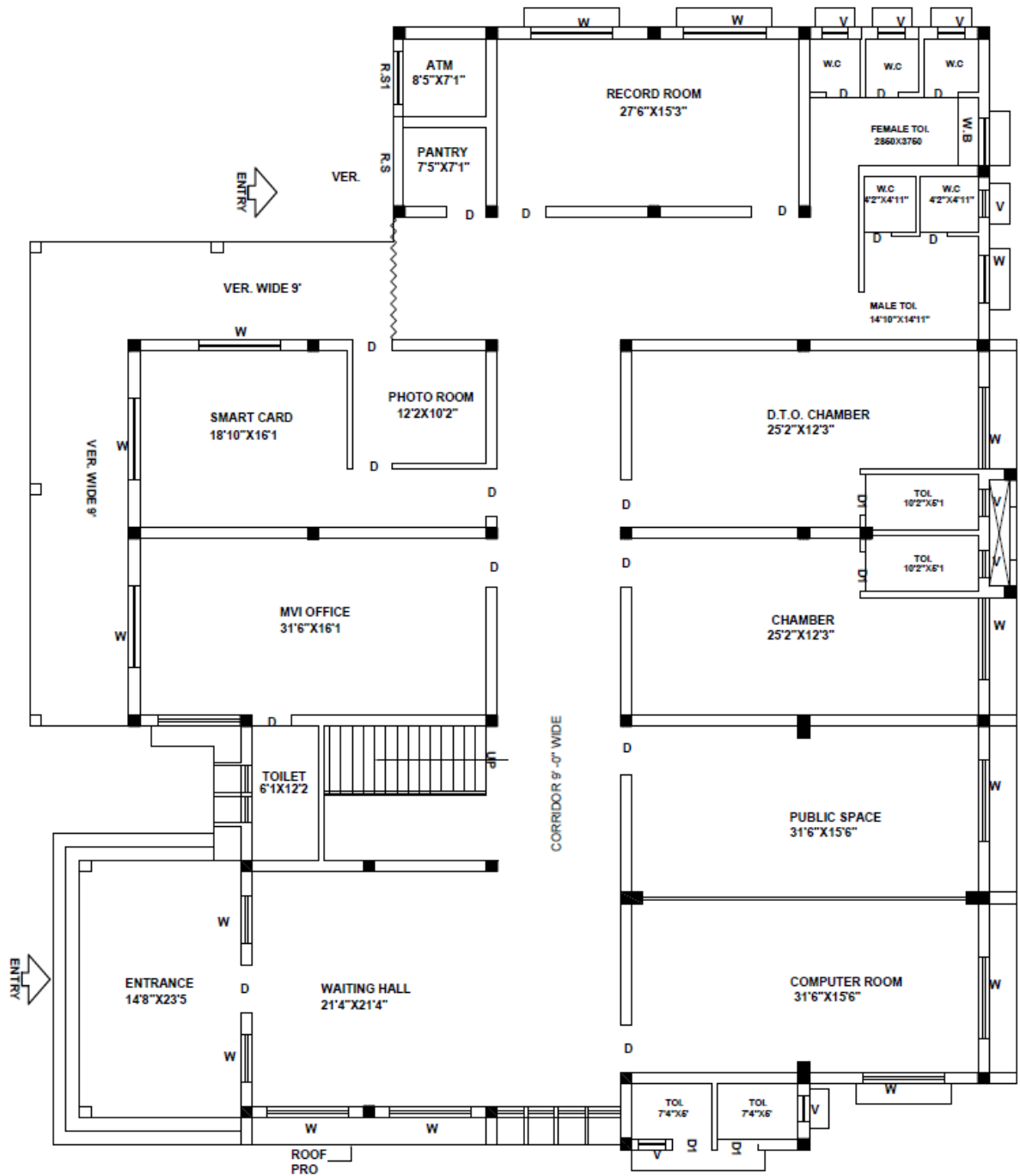
11) Jamshedpur



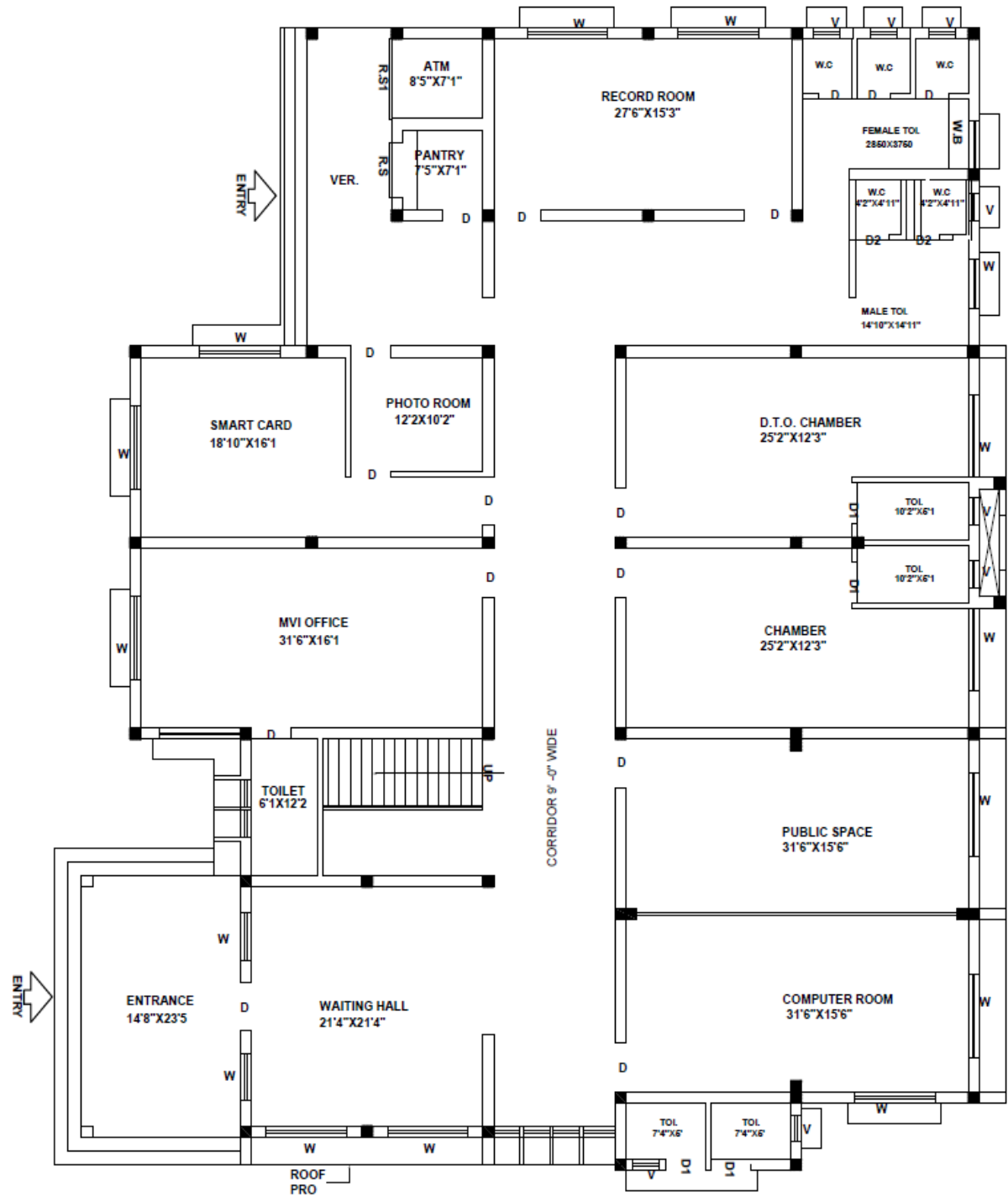
12) Kharsawan



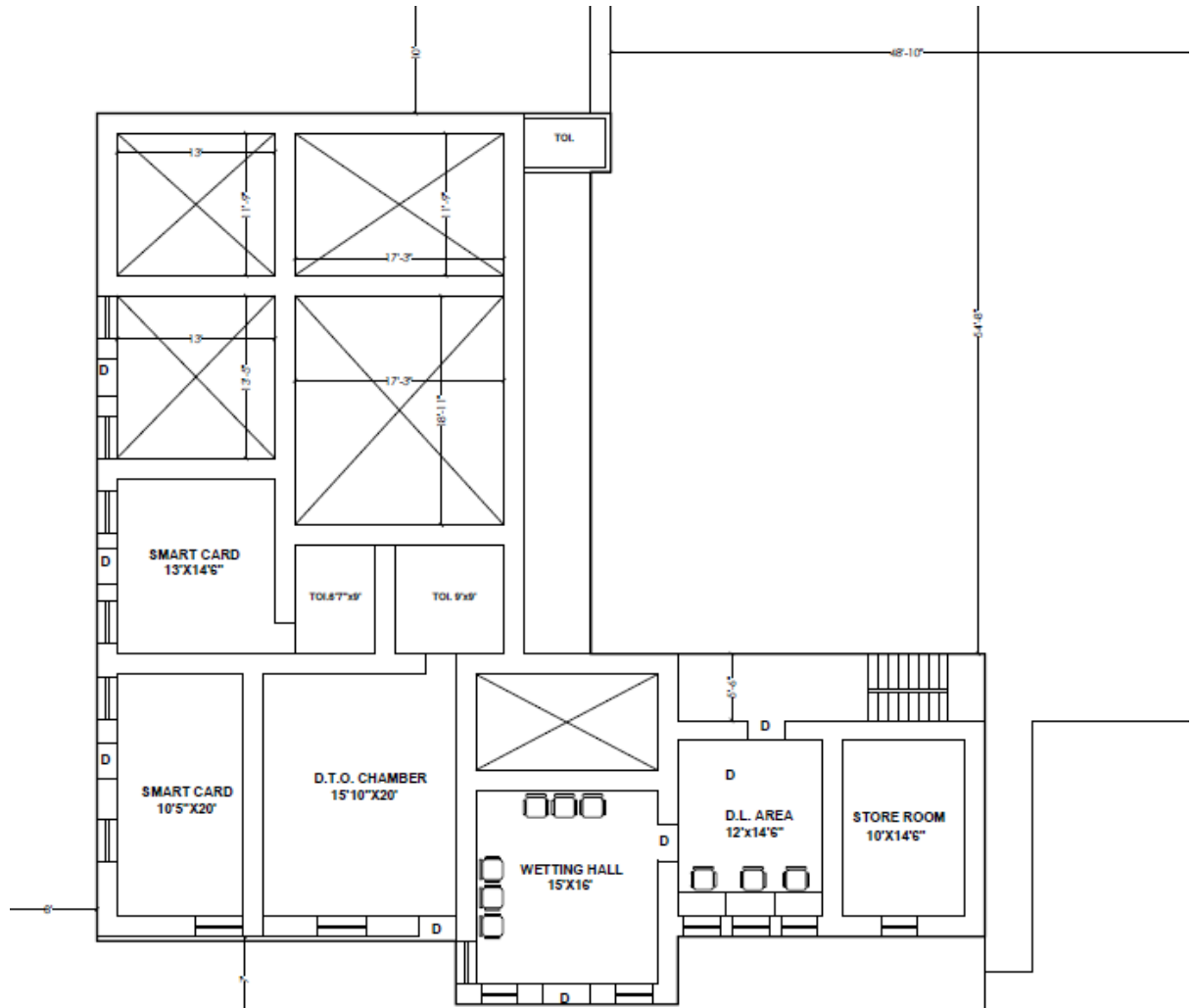
13) Lohardaga



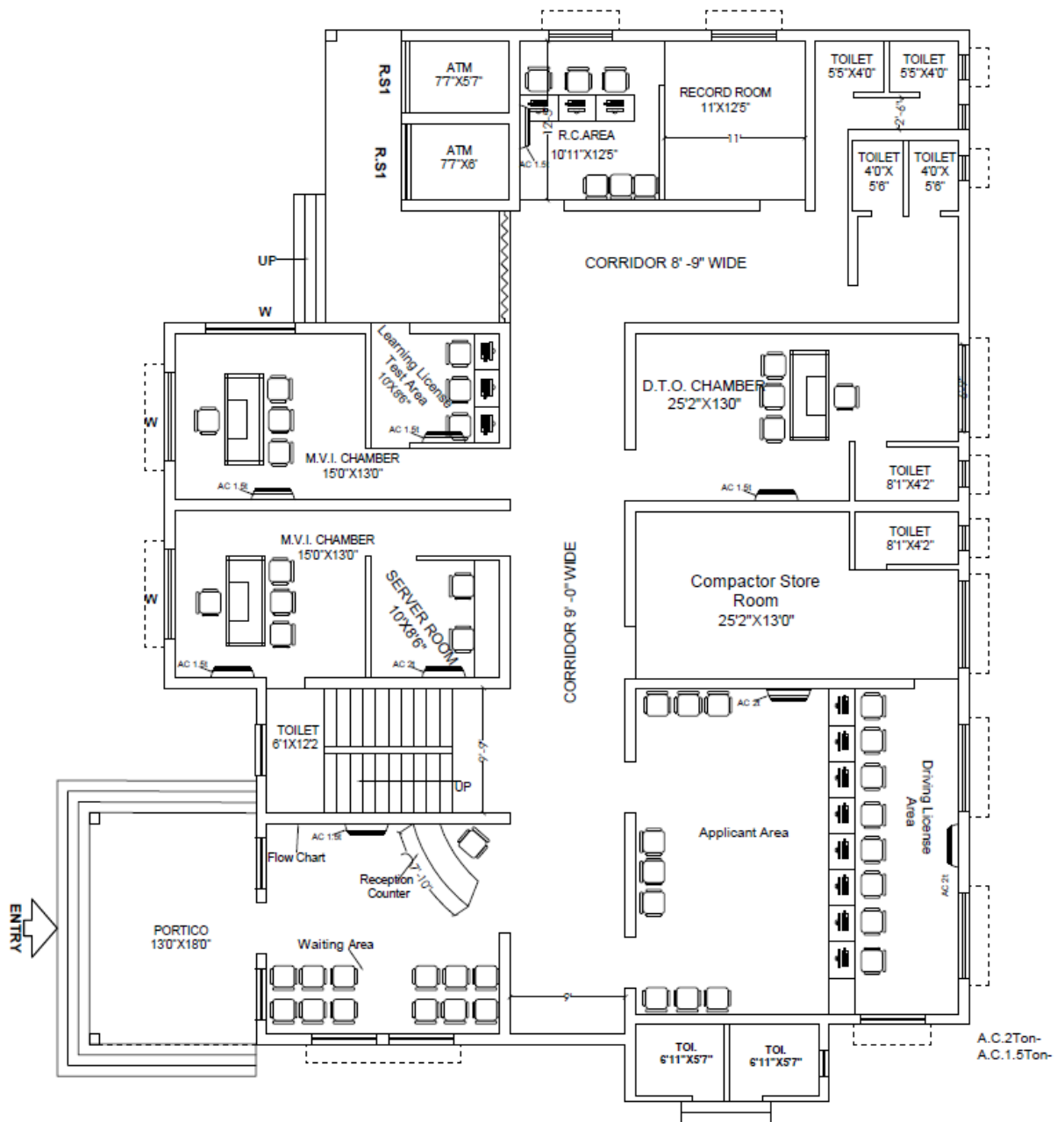
14) Pakur



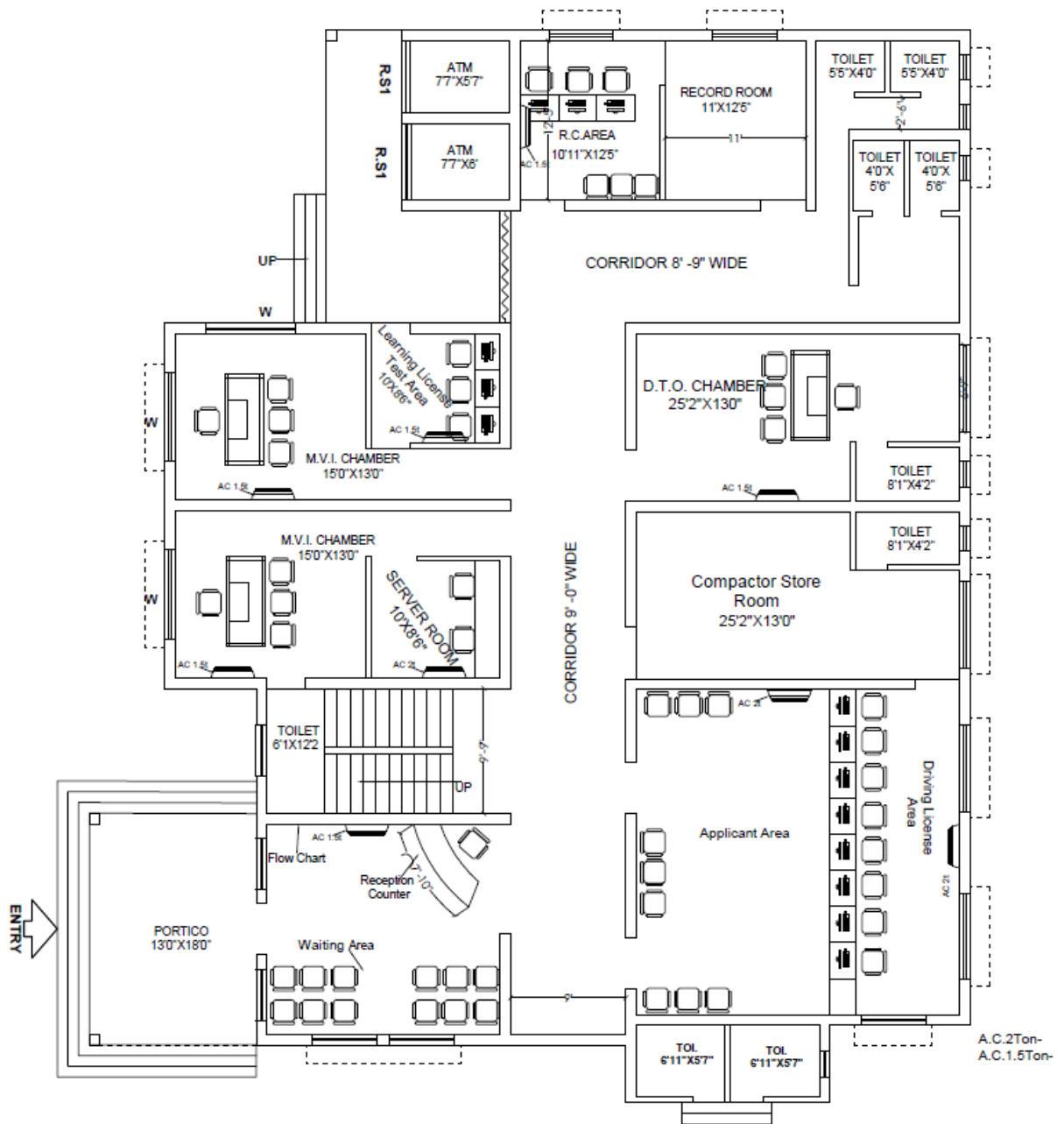
16) Deoghar



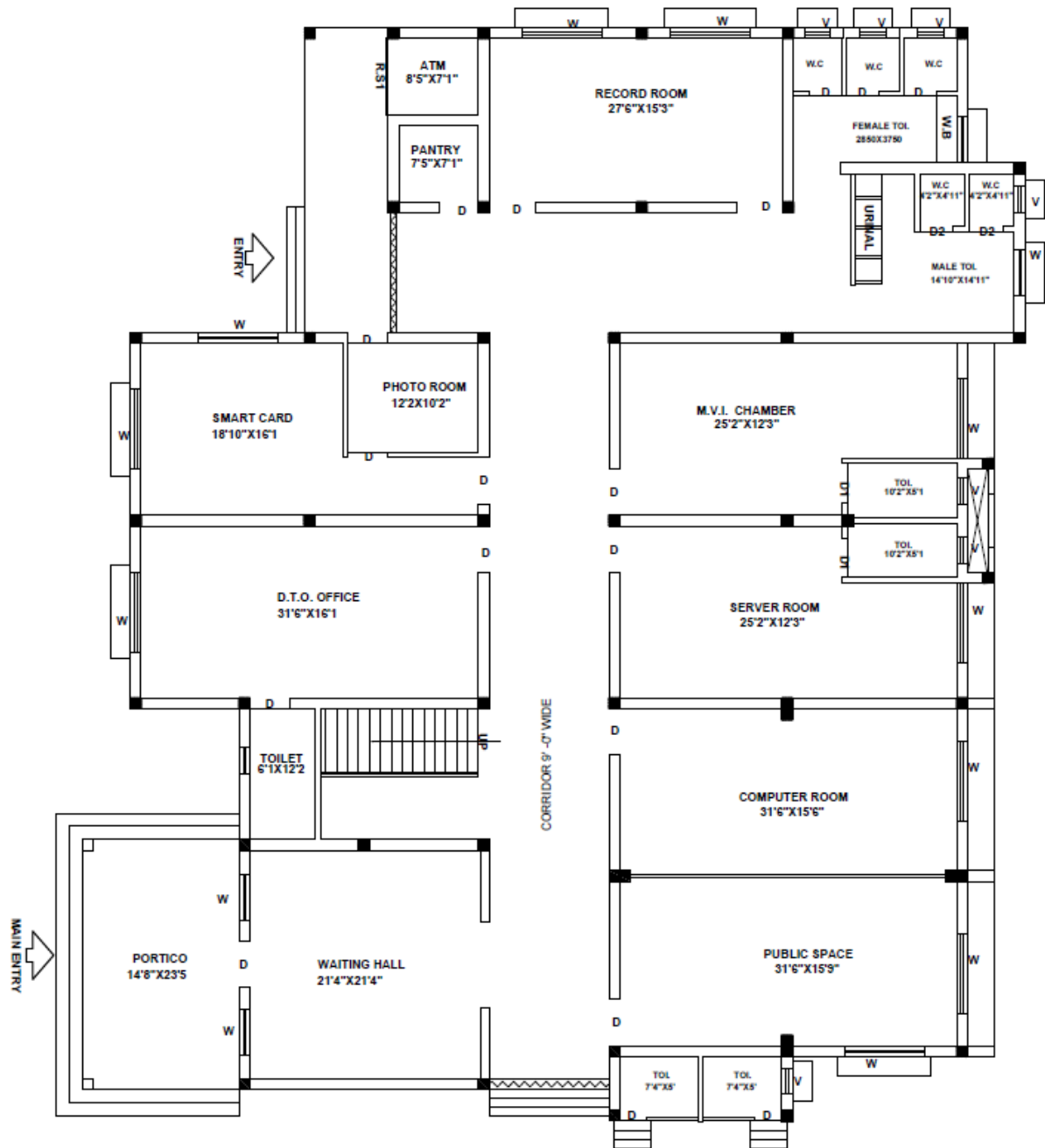
17) Jamtara



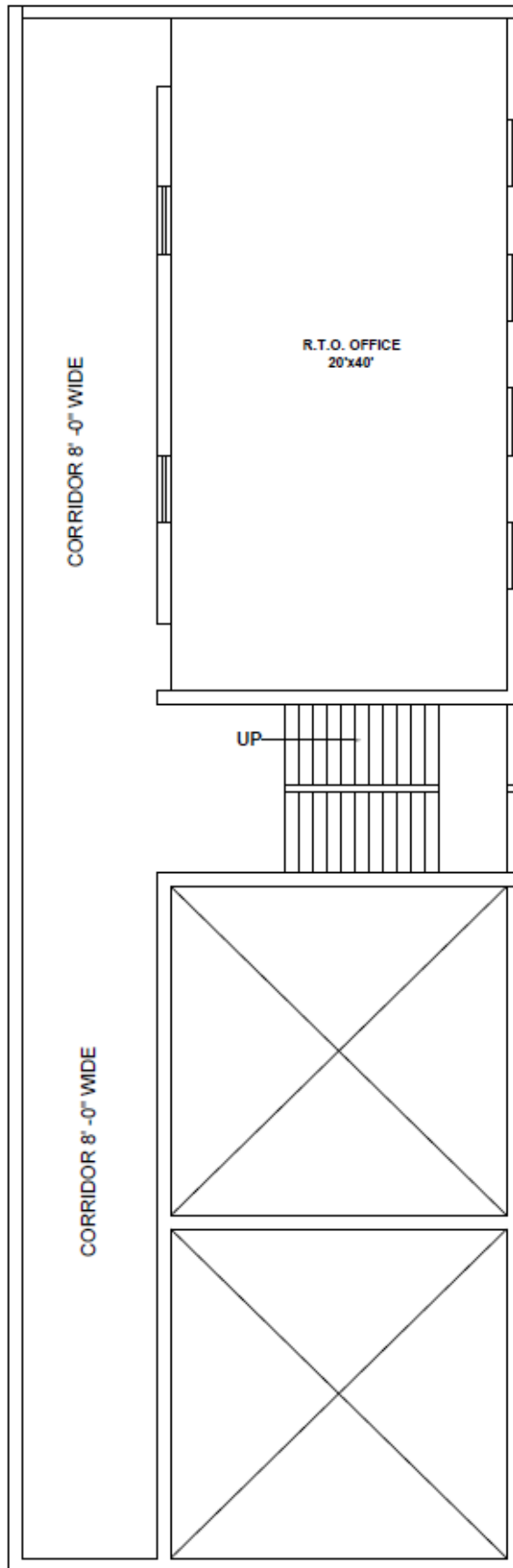
18) Kodarma



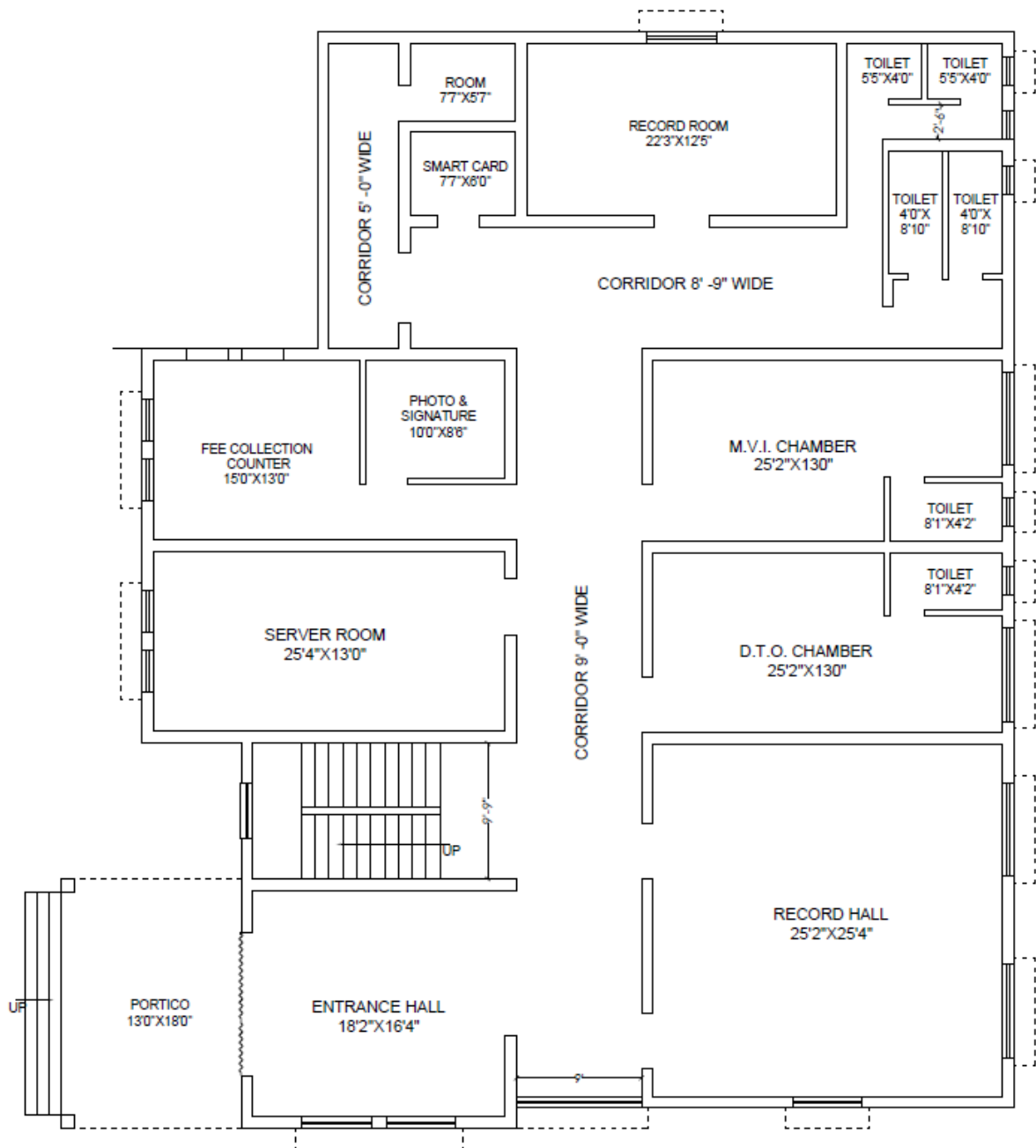
19) Latehar



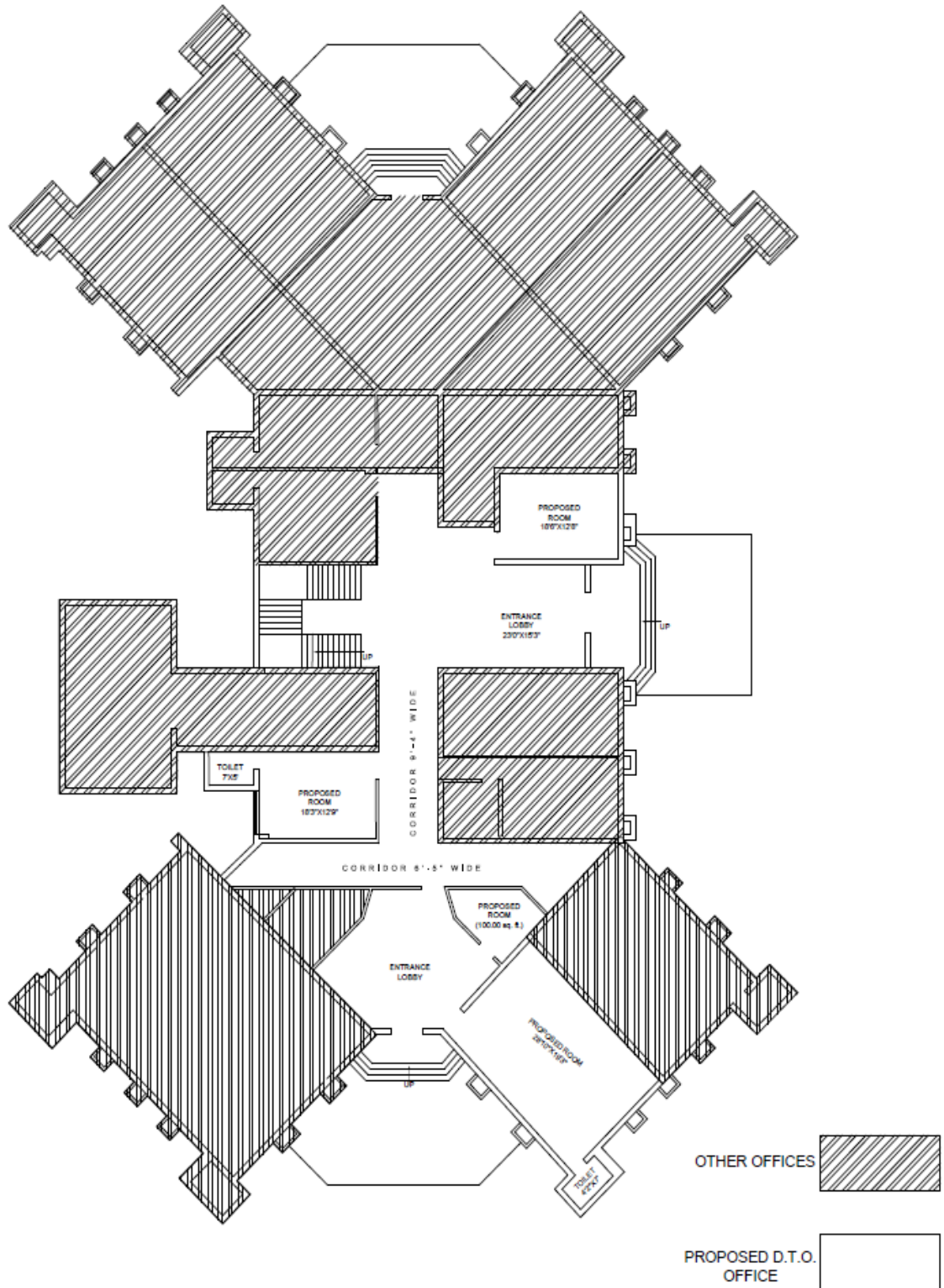
20) Palamu



22) Simdega



23) Ramgarh



24) Khunti – Not Operational