

# General Instructions to Applicants

For

**Supply, Installation, Application Development and  
Training of**

- (i) Hand Held Smart Card reading, writing and  
Communication Devices,**
- (ii) Smart Card preparation,**
- (iii) Document Scanning and**
- (iv) Transport Customer Services**

## Table of Contents

<b>1</b>	<b>INTRODUCTION</b>	<b>4</b>
1.1	SCOPE OF WORK	4
<b>2</b>	<b>GENERAL INFORMATION, TERMS AND CONDITIONS</b>	<b>6</b>
2.1	ELIGIBLE TENDERER	7
2.2	ONE PROPOSAL PER TENDERER	8
2.3	COST OF PROPOSAL	8
2.4	SITE VISIT	8
2.5	CLARIFICATION OF RFP DOCUMENTS	9
2.6	AMENDMENT OF RFP DOCUMENTS	9
2.7	PREPARATION OF PROPOSAL	10
2.7.1	AREAS OF OPERATION	10
2.7.2	CONTRACT TIME PERIOD	10
2.7.3	LANGUAGE OF PROPOSAL	11
2.7.4	DOCUMENTS COMPRISING THE PROPOSAL	11
2.7.5	CURRENCIES OF PROPOSAL AND PAYMENT	12
2.7.6	PROPOSAL VALIDITY	12
2.7.7	EARNEST MONEY DEPOSIT – EMD	12
2.7.8	RFP DISCUSSIONS AND PRE-BID CONFERENCE	13
2.7.9	GUIDELINES FOR FILLING FINANCIAL FORMS	13
2.8	SUBMISSION OF PROPOSALS AND QUALIFICATIONS	13
2.8.1	FORMAT AND SIGNING OF BID	13
2.8.2	ADDRESS OF SUBMISSION	15
2.8.3	USE AND RELEASE OF TENDER SUBMISSIONS	15
2.8.4	DEADLINE FOR SUBMISSION OF PROPOSALS	15
2.8.5	LATE PROPOSALS	15
2.8.6	MODIFICATION AND WITHDRAWAL OF BIDS	16
2.8.7	CONFLICT OF INTEREST	16
2.8.8	LIMIT ON PROMOTION	16
2.9	PROPOSAL OPENING AND EVALUATION	17
2.9.1	EVALUATION COMMITTEE(S)	17
2.9.2	PROPOSAL OPENING AND EVALUATION	17
2.9.3	CONFIDENTIALITY OF PROCESS	19
2.9.4	CLARIFICATION OF PROPOSALS AND CONTACTING OF TENDERERS BY THE AUTHORIZED REPRESENTATIVE OF THE TRANSPORT DEPARTMENT	19
2.9.5	INITIAL EXAMINATION OF PROPOSALS	20
2.9.6	CORRECTION OF ERRORS	20
2.9.7	CONTACT WITH THE DEPARTMENT	21
2.9.8	PRE-QUALIFICATION CRITERION	21
2.9.9	TECHNICAL EVALUATION	24
2.9.10	TECHNICAL EVALUATION CRITERIA – COMPLIANCE MATRIX	26
2.9.11	FINANCIAL EVALUATION	32
2.10	PER TRANSACTION PAYMENT	35
2.10.1	DISQUALIFICATION	35
2.11	AWARD OF CONTRACT	36
2.11.1	NOTIFICATION OF AWARD	36
2.11.2	SIGNING OF CONTRACT	37

## Computerization of Transport Department, Puducherry

<b>3</b>	<b>GENERAL INFORMATION, TERMS AND CONDITIONS (SUCCESSFUL TENDERERS)</b>	<b>38</b>
3.1	PERFORMANCE BANK GUARANTEE	38
3.2	USE OF CONTRACT DOCUMENTS AND INFORMATION	39
3.3	LIQUIDATED DAMAGES	39
3.4	TERMINATION OF CONTRACT	40
3.4.1	Termination for Default	40
3.4.2	Termination for Insolvency	41
3.4.3	Termination for Convenience	41
3.4.4	Force Majeure	41
3.5	EXIT MANAGEMENT	42
3.5.1	Purpose	42
3.5.2	Transfer of Assets	42
3.5.3	Cooperation and Provision of Information	44
3.5.4	Confidential Information, Security and Data	45
3.5.5	Employees	46
3.5.6	Transfer of certain agreements	46
3.5.7	Right of Access to Premises	47
3.5.8	General Obligations of the Operator	47
3.5.9	Exit Management Plan	48
3.6	CONFIDENTIALITY	49
3.7	CONTRACT AMENDMENT	49
3.8	RESOLUTION OF DISPUTES	49
3.9	INSURANCE REQUIREMENT	50
3.10	NOTICES	50
3.11	SOFTWARE LICENCES	50
3.12	INTELLECTUAL PROPERTY RIGHTS	50
3.13	PAYMENT TERMS	51
3.14	OBLIGATIONS OF THE SELECTED AGENCY(S)	52
3.14.1	Inspection and Test	53
3.14.2	Warranty	54
3.14.3	Delivery and Documents	54
3.14.4	Third Party Claims	54
3.14.5	Ownership of Equipments	55
3.14.6	Prevention of Corrupt or Fraudulent Practices	55
3.14.7	Interpretation of Clauses	56
<b>4</b>	<b>FORM I PRE-QUALIFICATION PROPOSAL</b>	<b><u>57</u></b>
<b>5</b>	<b>FORM II TECHNICAL PROPOSAL</b>	<b>81</b>
<b>6</b>	<b>FORM III FINANCIAL PROPOSAL</b>	<b>96</b>
<b>7</b>	<b>COST ESTIMATION TEMPLATE</b>	<b>100</b>
<b>8</b>	<b>FORM IV: PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)</b>	<b>104</b>
8.1	PERFORMANCE SECURITY FORM	109

# 1 INTRODUCTION

## 1.1 Scope of work

The Government proposes to avail itself of the services of a vendor on a Public Private Partnership basis **for a period of five years**. None of the tasks mentioned in the scope of the Successful bidder's work can be subcontracted to other parties. Prior written permission of the Department must be obtained for sub contracting. The ultimate responsibility of all the tasks rests with the successful vendor and the Department would deal only with the successful vendor at all times.

The role of the selected vendor would be to provide smart card based driving licences and registration certificates and paper based learner's licence/conductor licence and permits and other services as given in detail in Volume 1 of this Request For Proposal (RFP). In order to do this, the vendor would be required to undertake, inter-alia the following:

1. Provisioning for hardware, system software, smart card infrastructure as per the sections 2.1.3.2 and 2.1.3.3 of Vol -1 of RFP
2. Backlog Data Entry and Digitization of records pertaining to Permanent Driving Licences, Registration Certificates of vehicles and Permits
3. Operations and Maintenance (O&M) for the various services (as per the details provided in section 2.1.1.1) provided by the Transport Department to Citizens like
  - Issuing smart card based Driving licences and Registration Certificates and issue of paper based learner's licences and conductor's licences
  - Issuing paper based Permits

The smart card personalization (initialization, writing and printing) will be done at the office of the 1 Transport Commissioner office, 1 office of Regional Transport Officer and 2 Unit offices. It will be the responsibility of the vendor to personalize the card and then give the same to the concerned authority for its activation.

- Synchronization of the smart card hand held terminal with the database: Vendor would be responsible for updating the information like endorsement, payment of taxes etc from the hand held terminals

## Computerization of Transport Department, Puducherry

4. Daily, at day end on all working days, replication of the databases and consolidation and preparation of daily Management Information System (MIS) reports as per details provided in [Annexure 3](#) of RFP Vol - I
5. Liaising with Puducherry State Wide Area Network (PSWAN) operator, as the case may be, ensuring connectivity between field offices of the Transport Department and State Data Centre.

### Summary of scope of work:

Scope of work	Location	Period	References in RFP in Vol – I
Installation of hardware, software, and networking equipments	TC: 1 RTO: 1 Unit office:2	To be completed within 6 months	Annexure: 4 Annexure: 5
Installation of smart card infrastructure	TC: 1 RTO: 1 Unit office:2	To be completed within 6 months	Annexure: 4 Annexure: 5 Annexure: 7 Annexure: 9
Data Digitization	TC: 1 RTO: 1 Unit office:2	To be completed within 6 months	Annexure: 1 Annexure: 6
Deployment of manpower	TC: 1 RTO: 1 Unit office:2	5 years from the date of commissioning	Annexure: 5
Operations and Maintenance	TC: 1 RTO: 1 Unit office:2	5 years from the date of commissioning	Annexure: 1 Annexure: 2 Annexure: 3 Annexure: 7 Annexure: 8

**Table 1: Summary of Scope of Work**

The successful Tenderer will be expected to complete the work within the period stated

**General Terms and Conditions**

## **2 GENERAL INFORMATION, TERMS AND CONDITIONS**

### **2.1 Eligible Tenderer**

- 1 The following shall apply to bidder submitting the bid after issuance of Request For Proposal (RFP):
  - 1.1 The RFP cannot be transferred and can be led only by the bidder to whom this RFP has been issued.
  - 1.2 Consortium bids are allowed. However, no more than 3 members in a consortium would be allowed.
  - 1.3 The bid shall be signed by lead partner and shall be legally binding on all partners.
  - 1.4 One of the partners with not less than 20% stake in the consortium shall be nominated as lead partner through a power of attorney signed by legally authorized signatories of all the partners.
  - 1.5 The lead partner shall submit the role, responsibilities and percentage of stake of each consortium member. A self certificate to the effect signed by the Company Secretary of the company must be submitted.
  - 1.6 The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium and the entire execution of the Contract, including payment, shall be done exclusively with the lead partner.
  - 1.7 All partners of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the power of attorney mentioned under clause 1.4 above as well as in the bid and in the Contract.
  - 1.8 The lead bidder shall meet the entire pre-qualification criterion.
  - 1.9 The agency or consortium of partners who are responsible for a specific component (s) of the project must meet the relevant minimum technical qualification criteria for that particular component individually. However

## **Computerization of Transport Department, Puducherry**

the lead partner would be required to comply with the criterion of turnover/ profitability etc.

- 1.10 The composition or constitution of the consortium shall not be altered during the term of contract without the prior written approval of the client.
2. Bidders shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
3. All the Bidders, for the purpose of submitting a Proposal shall treat the content of this document as private and confidential.

### **2.2 One Proposal per Tenderer**

Each tenderer shall submit only one Proposal. The tenderer who submits or participates in more than one Proposal will be disqualified.

### **2.3 Cost of Proposal**

The Tenderer shall bear all costs associated with the preparation and submission of its Proposal, and the Transport Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

### **2.4 Site Visit**

The Tenderer and any of its personnel or agents will be granted permission by the Transport Department to enter upon its premises. Besides, the Tenderer may also visit one of the Common Services Centers (CSCs) for which he would need to coordinate with the Department of Information Technology, Puducherry, but these visits can be arranged only upon the express condition that the Tenderer, its personnel, and agents, will indemnify the Transport Department and Puducherry Government against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the tenderer.

Transport Department would be willing to provide a demo of the software to the prospective tenderers on request from the tenderers. However, this demo will be



## Computerization of Transport Department, Puducherry

done only once after intimating the date, time and venue to all the bidders and no requests to conduct the demo again will be entertained.

It would be deemed that prior to the bid submission, the bidder:

- ▶ Has examined completely and carefully the project proposed in this tender and has taken all precautions necessary for implementation of the project considering the risks and the logistics involved
- ▶ Has made a complete and careful examination of specifications, and other information set forth in this bid document
- ▶ Has examined the RFP document in entirety and has understood the requirements accordingly
- ▶ Has received all such relevant information as has been requested by the Transport Department
- ▶ Has made a complete and careful examination of the application software or prototype or documentation as the case may be, prepared for this software and has determined to his satisfaction the nature and the extent of the work involved

### 2.5 Clarification of RFP Documents

A prospective Tenderer requiring any clarification of the RFP documents may notify to the Transport Department in writing at the following address:

**Transport Commissioner, Transport Department, 100 Feet Road, O.K.Palayam  
Puducherry-605004**

The Transport Department may prepare and send responses to all the queries raised by the tenderers in a consolidated manner. **A pre-bid meeting to discuss the pre-bid queries is planned on 02-02-2010 at 11.00 AM.**

### 2.6 Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, the Transport Department may amend the RFP documents by issuing suitable Addenda. Any addenda thus issued shall be a part of the RFP document, and shall be published in the Department website, communicated in writing or by facsimile to all pre-qualified tenderers. Failure to acknowledge receipt of each Addendum

## Computerization of Transport Department, Puducherry

shall be interpreted as receipt of the Addendum by the tenderer and no claim will be entertained or accepted in this regard.

To give the pre-qualified tenderers a reasonable time to act taking into account the addenda, in preparing their Proposals, the Department shall extend if necessary, the deadline for submission of Proposals.

### 2.7 Preparation of Proposal

#### 2.7.1 Areas of Operation

The tender is published in all the regions of the Union territory of Puducherry.

#### 2.7.2 Contract Time Period

**Data Entry and Digitization of Records:** As a part of the contract the operator will be given 1 month (or a period mutually agreed upon between the Transport Department and the successful tenderer) to set up the entire infrastructure and other requirements necessary for commencement of Data Digitization at various locations. The digitization of existing data should be completed within 6 months from the date of signing the agreement for the purpose of data entry.

**Procurement of Information Technology hardware, Operating System (OS) and Database licences for the Transport Department:** The operator shall supply, install and commission the hardware, OS and database licences as per the implementation/ project plan for the various sites. The equipment supplied under this category would carry five years onsite comprehensive Original Equipment Manufacturer (OEM) guarantee / warranty; this five year period shall commence from the date of commissioning. For offices commissioned after the date of commissioning, the vendor would provide 5 year onsite comprehensive OEM guarantee / warranty from the date of commissioning of the respective offices.

**Operations and Management of Transport Department Field Offices:** As a part of the contract, the operator will be given a maximum of 6 months (or a period mutually agreed upon between the Transport Department and successful tenderer) For commissioning of the project (time by which the

## **Computerization of Transport Department, Puducherry**

project sites have gone live and have been verified by the concerned authority) by setting up the entire infrastructure and other requirements necessary for commencement of issue of Smart card based Registration Certificates and Permanent Driving Licences. Data digitization should be completed before beginning of the operations at the respective sites.

Any delay in setting up of infrastructure and/or provisioning of citizen and back office services as per the RFP will lead to penalty (as defined in Appendix A of Volume III) for which operator will be responsible.

### **2.7.3 Language of Proposal**

The Proposal, and all correspondences and documents related to the Proposal exchanged by the Tenderer and the Transport Department shall be written in English. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English.

### **2.7.4 Documents Comprising the Proposal**

The proposal submitted by the Bidder shall comprise the following documents:

- (a) Tenderer's response to pre-qualification requirements as set forth in section 2.10.8 of this volume of RFP. The EMD shall be enclosed in the envelope having original pre-qualification document proposal. Relevant annexures and statements as per Form 1 given in the annexure of this volume of the RFP should be used.
- (b) Technical Proposal including all the technical forms in Volume II of the RFP Document, duly filled in along with all enclosures/schedules duly completed and duly signed by the authorized signatory of the Bidder/consortium.
- (c) The Bidder's Financial Proposal including all the financial forms duly signed by the authorized signatory of the Bidder/consortium.
- (d) Any other information that is to be submitted during the course of the Proposal process on demand by the Transport Department.

## Computerization of Transport Department, Puducherry

### 2.7.5 Currencies of Proposal and Payment

The currency (ies) of the Proposal/offer and the payments shall be in Indian Rupees (INR).

### 2.7.6 Proposal Validity

The Bids shall be valid minimum for a period of "SIX MONTHS" from the date of submission of the bid. On completion of the validity period (6 months). If required, the Transport Department – Government of Puducherry, may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

### 2.7.7 Earnest Money Deposit – EMD

The Tenderer shall furnish, as a part of its bid, a refundable EMD comprising of demand draft of INR 50,00,000 (Rupees – fifty lakhs). The demand draft should be drawn on a nationalized / scheduled bank valid for 180 days and in favour of "**The Transport Commissioner, Transport Department,**" payable at Puducherry.

The technical bid will disqualify if the EMD is not submitted along with the pre-qualification proposal.

Unsuccessful Tenderer's bid security will be discharged / returned as promptly as possible not later than 60 days after the award of the contract to the successful tenderer. The successful Tenderer's bid security will be discharged upon the Successful Tenderer signing the Contract.

No interest will be payable by the Transport Department on the amount of the EMD.

The EMD may be forfeited:

- 1 If a Tenderer withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- 2 In case of successful Tenderer, fails within the specified time limit to:
  - (a) Sign the Agreement or,
  - (b) Furnish the required Performance Bank Guarantee

## Computerization of Transport Department, Puducherry

### 2.7.8 RFP Discussions and Pre-Bid Conference

The Tenderer's designated representatives (a maximum of 3) are invited to attend the Pre-Bid Conference at their own cost, which will take place at a venue and time as fixed by the Transport Department, indicated in this RFP and communicated separately. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderer is requested to submit only relevant questions in writing to reach the Transport Department not later than the date stated in the RFP.

**Venue: Transport Commissioner, Transport Department, 100 Feet Road, O.K. Palayam, Puducherry-605004.**

Any modification of the RFP document which may become necessary as a result of the Pre-Bid Conference shall be made by the Transport Department exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

Non-attendance at the Discussion Meetings and Pre-Bid Conference will not be a cause for disqualification of Tenderers but, separate queries from such tenderers shall not be entertained at any later stage.

### 2.7.9 Guidelines for Filling Financial Forms

- 1 Rates should be given in Indian rupees and should not exceed two decimals, in case fraction of rupees are being quoted
- 2 Rates should be given for the whole of Union Territory rather than for separate regions.

## 2.8 Submission of Proposals and Qualifications

### 2.8.1 Format and Signing of Bid

The Tenderer shall prepare a three parts proposal, first part comprising of the pre qualification bid proforma as given in [FORM I](#), technical proposal providing the information as per [FORM II](#) and the financial proposal in the given format in [FORM III](#).

The tenderer will submit one original set of documents comprising of the parts of the proposal as described in RFP, bound with the section containing the

## Computerization of Transport Department, Puducherry

Form of the Proposal and Appendix to the Proposal, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit three hard and one soft copy of the Proposal clearly marked "COPIES". In the event of any discrepancy between the proposals, the original shall prevail.

The original and all copies of the Pre-bid qualification proforma and Technical Proposal shall be placed in a separate sealed envelope clearly marked "**Pre-qualification bid**" and "**Technical Proposal**". Similarly, the original and all copies of Financial Proposal shall be placed in a sealed envelope clearly marked "**Financial Proposal**" followed by the name of the RFP. The envelopes of Pre-bid proforma, Technical and Financial Proposals shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and be clearly marked "**Do Not Open, Except In Presence of the Official Appointed, before [insert the time and date of the submission deadline indicated in the Data Sheet]**". The Department shall not be responsible for misplacement, losing or premature opening if the outer envelope or envelopes of any of the three proposals are not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection. If the Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

Further, in the event of discrepancy between the hard copy and the soft copy, the hard copy shall prevail. The original and copies of all hard copies of the Proposal shall be typed and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the proposal, where entries or amendments have been made, shall be initialed by the person or persons signing the Proposal.

**All signatures in Proposal document shall be dated.**

## **Computerization of Transport Department, Puducherry**

### **2.8.2 Address of Submission**

The proposals shall be submitted at the following address:

<p><b>Transport Commissioner, Transport Department, 100 Feet Road, O.K. Palayam, Puducherry-605004</b></p>
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### **2.8.3 Use and Release of Tender Submissions**

Transport Department is not liable for any cost incurred by the Tenderer in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted shall become the property of the Transport Department and may be returned at its sole discretion. The content of each Tenderer's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

### **2.8.4 Deadline for submission of proposals**

Proposals must be received by the Transport Department at the address specified in the RFP not later than the time and date stipulated in the RFP.

The Client may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all tenderers who have purchased the tender document, in writing or in the Department's official website. In this case, all rights and obligations of the Transport Department and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **2.8.5 Late Proposals**

Any Proposal received by the Transport Department after the deadline for submission of Proposals prescribed in RFP will be summarily rejected and returned unopened to the Tenderer.

## **Computerization of Transport Department, Puducherry**

### **2.8.6 Modification and Withdrawal of Bids**

The Tenderer may modify or withdraw its Bid after the submission of the bid, provided that written notice of the proposed modification or withdrawal is received by Transport Department prior to the deadline prescribed for submission of the Bids.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy not later than the deadline for submission of Bids.

No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Tenderer on the Bid Form.

### **2.8.7 Conflict of Interest**

Tenderer shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Tenderer or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with Transport Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or the like) that would adversely affect the ability of the Tenderer to complete the requirements as given in the RFP.

### **2.8.8 Limits on Promotion**

The Tenderer agrees to make no reference of the Transport Department or the procurement of the resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Transport Department. The Tenderer shall not perform any kind of promotion, publicity or advertising etc. at the Transport Department field offices through any kinds of hoardings, banners or the like without the express prior written consent of the Transport Department.



### 2.9 Proposal Opening and Evaluation

#### 2.9.1 Evaluation Committee(s)

The Evaluation Committee(s) constituted by Government of Puducherry shall evaluate the technical and financial proposals. The Committee(s) may choose to conduct negotiation or discussion with any or all the tenderers as per the guidelines issued by Central Vigilance Commission from time to time. The decisions of the Evaluation Committee(s) in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s).

#### 2.9.2 Proposal Opening and evaluation

The evaluation of the proposals will be carried out in three stages.

1. Pre-qualification evaluation: The pre-qualification bid documentation furnished by the bidder shall be examined prima facie to substantiate the compliance with the bidder's eligibility criteria as set out in this project in terms of organizational, financial and technical experience etc.
2. Technical evaluation: The next stage of the evaluation will be an assessment of the technical bid. Based on the short-listing of the pre-qualified bidders, Department representatives then will proceed to a detailed evaluation of the Technical Bids of such pre-qualified bidders in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, the Department will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
  - o The Technical Bid Opening Committee will open all the parts of the Technical Proposals, in the presence of Tenderers' designated representatives who choose to attend, at the time, date, and location, to be intimated by the Department. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

## Computerization of Transport Department, Puducherry

- The Department shall review the submitted proposal and a Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to comply with the technical requirement.
  - Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information, has been black listed by a Central or State Government, has indulged in any malpractice/ unethical practice or has not honored any contractual obligation elsewhere.
  - After the technical evaluation is completed and approved, the Department shall inform the Tenderers who have submitted proposals in detailed compliance of their Technical Proposals, and shall notify those Tenderers whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP and Scope of Services, that their Financial Proposals will be returned unopened after completing the selection process. The Department shall simultaneously notify in writing to the Tenderers who have complied with the technical criterion specified in the RFP, the date, time and location for opening the Financial Proposals.
  - At the option of the Department, the bidders qualifying the technical evaluation may be invited to make presentation on technical and operations aspect of the bid.
  - Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the same is approved by the appropriate committee.
3. Financial evaluation: Based on the results of the technical evaluation, the Department representative will then proceed to open and evaluate the financial Bid of the technically acceptable bidders. In the financial evaluation the evaluation committee will take into account the information supplied by the Bidders in the financial Proposal.

## **Computerization of Transport Department, Puducherry**

- The Bid Opening Committee/ Department representative shall prepare the Minutes of the Proposal Opening, including the information disclosed to those present for its record.
- Substantially responsive bid: A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the function, scope, quality, or performance of the Deliverables, or which limits in any substantial way, inconsistent with the Request for Proposals, Department's rights or the Bidder's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- Department may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

### **2.9.3 Confidentiality of Process**

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

### **2.9.4 Clarification of Proposals and Contacting of tenderers by the Authorized Representative of the Transport Department**

To assist in the examination, evaluations, and comparison of Proposals, the Authorized Representative of the Transport Department may, at its discretion, require any tenderer for clarification of its Proposal. The request for clarification and the response shall be in writing but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to

## Computerization of Transport Department, Puducherry

confirm the correction of arithmetic errors discovered by the Authorized Representative of the Transport Department in the evaluation of the Proposals.

### 2.9.5 Initial Examination of Proposals

Prior to the detailed evaluation of Proposals, the Transport Department and/or its nominees will determine whether

- (a) Requisite bid security (EMD) has been submitted
- (b) The proposal has been properly signed;

In case the proposal is not accompanied by the requisite bid security (EMD) and/or it has not been properly signed and/or there is a discrepancy between the items on the checklist and the actual documents/material submitted, the Transport Department reserves the right to declare the bid invalid.

### 2.9.6 Correction of Errors

Tenderers are advised to exercise the greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initiated by the person signing the tender form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the Transport Department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Schedule of Prices, the amount obtained on totaling the line items in the Bill of Materials will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

### 2.9.7 CONTACT WITH THE DEPARTMENT

From the time the Proposals are opened till the time the Contract is awarded, the tenderers should not contact the officials on any matter related to its Technical and/or Financial Proposal. Any effort by tenderers to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Tenderers' Proposal.

### 2.9.8 Pre-qualification criterion

This section gives the details of the evaluation criterion for the pre-qualification stage as well as the details which the bidder should provide as a part of his bid document. The lead bidder must meet all the pre-qualification requirements. The pre-qualification bid document should be accompanied by the following documents:

- The bid shall be enclosed in a separate sealed folder clearly marked pre-qualification bid as explained in the section on bid preparation. The Earnest Money Deposit (EMD) should also be enclosed in the Pre-qualification bid envelope.
- A power of attorney signed by legally authorized signatories of all the partners nominating one of the partners as the Lead bidder.
- Duly signed affidavit and statements as per the format given in Form – I for pre-qualification evaluation.
- The lead bidder must submit the details of the consortium with roles and responsibilities of each partner. The same should be endorsed by an authorized representative of the lead bidder.
- Self certification signed by the company secretary of the company giving the approximate stakes of each partner of the consortium. The lead partner must have a minimum of 20 % stake in the consortium.

## Computerization of Transport Department, Puducherry

The bidder should comply with the following eligibility criteria for evaluation of pre-qualification:

1. The Bidder(s) should be engaged in Information Technology (IT) business related to Hand Held Smart Card Reading/Writing and Communication Devices and development of Smart card related custom software Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices (customizing the Hand Held Smart Card Reading/Writing and Communication Devices for specific applications); Smart Card preparation and Documents Scanning. The annual reports for the last three years (with audited financial statement) must be submitted.
2. The bidder should have executed minimum one project in customization of Transport Customer Care Service and Smart card preparation and Hand Held Smart Card Reading/Writing electronic devices and development of related systems for supporting SCOSTA standard applications in India.
3. The bidder should have minimum annual sales turnover of Rs. 50 Crores for last three consecutive years in the IT related activities or services. Sales in other activities or fields will not be accounted for this turnover criterion. The percentage of IT services/smart card related activities should be at least 20% of annual IT turnover in each of these years. (Statutory Auditor's certificate to that effect must be submitted by the agency.) This turnover is to be further classified into IT services and Smart card based projects.
4. The bidder or the partners in case of consortium should have positive net worth for the last three financial years.
5. The agency/company must have experience of at least one IT project with a State Government/Central Government/Public Sector Units (PSUs) in India and supporting documents (completion certificate or satisfactory working and timely performance certificates for the jobs in progress for at least a year) shall be submitted. The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided.
6. The bidder should have at least 1 support/service locations in Puducherry either at present or shall establish the same in Puducherry within 15 days from

## Computerization of Transport Department, Puducherry

the date of acceptance of the bid. A self certificate to the effect along with contact details (address, tel no., fax no. etc.) must be submitted.

7. The bidder should have tender specific manufacturer's authorization letter for the proposed devices.
8. The bidder or the partner in case of consortium who is himself the smart card manufacturer or if he is himself not the manufacturer, then, the manufacturer from whom he proposes to procure the smart card must have the manufacturing capacity (for the manufacturer as mentioned in the SCOSTA certificate) of 1 million cards per year (a self certification along with a published proof from independent established third party, if any must be submitted as a proof).
9. The bidder or the partner in case of joint venture who himself is the smart card manufacturer or a manufacturer from whom he proposes to procure the smart card must have the experience of supply of minimum 0.5 million smart cards (from the manufacturer as per the SCOSTA specifications) during at least in the last one preceding year for which the proof of supply from the purchaser shall be submitted.
10. The bidder or the Prime bidder in case of consortium should have minimum 200 IT professional employees on its payrolls for at least last three years. The term 'IT professional' here refers to a professional on the rolls of the company and having a minimum qualification of a recognized Diploma or Degree in IT/ computer science or equivalent. A certificate to the effect authenticated by the authorized signatory of the company must be submitted. The bidder should be a NIC certified firm.
11. The bidder or the prime bidder should have the experience of 3 years and having implemented/implementing at least one multi national e-Governance project outside India involving project value of minimum Rs.2 Crores. Work order or agreement copies, other relevant documents for the project is required to be submitted.
12. The bidder or the partners in case of consortium should produce a self attested certificate declaring job completion or a copy of work order / agreement copies of at least 3 projects involving software development and implementation activities as a core part of the project for Government

## Computerization of Transport Department, Puducherry

clients, either in single country or multiple countries. Each project should have a value of at least Rs.2 crores.

13. The bidder or the Prime bidder in case of consortium must possess quality certification ISO 9001:2000 in IT Infrastructure Management or Smart card related services and minimum CMM level-4 certification for software development from an internationally recognized and reputed agency. A self attested copy of the relevant certificate must be attached.
  14. The bidder must submit an undertaking that in the event of acceptance of the bid submitted by it and subsequent award of order, it shall use only SCOSTA certified smart card product (certified by NIC, New Delhi) towards the fulfilment of the order and shall keep the SCOSTA certificate renewed and/or upgraded as per the latest amendments issued by NIC, New Delhi.
- Checklist: A checklist as per the format given should be attached to the pre-qualification bid provided in Form I attached to this document. The format for the checklist along to the proof supporting the same should be attached by the bidder. The bidder must submit all the certificates duly signed along with Form I.
  - The Transport Department, Puducherry reserves the right to carry out the capability assessment of the tenderer and the decision of the Transport Department shall be final in this regard. Acceptance certificate towards this effect must be submitted.
  - Evaluators of the pre-qualification proposals shall have no access to the technical or financial proposals until the pre-qualification evaluation is concluded and the same is approved by the appropriate committee.

### 2.9.9 Technical Evaluation

The evaluation committee shall first evaluate the Technical Proposals on the basis of the technical evaluation criteria provided in this volume of the RFP. Technical proposals shall be evaluated **as per the data sheet** for only those bidders who meet the pre-qualification evaluation criterion.



## Computerization of Transport Department, Puducherry

At the option of the Transport Department, the bidders qualifying for technical evaluation may be invited to make presentation on technical and operations aspect of the bid. Subsequently, in case of any change in the scope of work etc., the bidders qualifying the technical evaluation may be allowed to submit their revised Financial Bids within 2 days (48 hours) of formal notification of the same.

Financial Proposals shall be opened publicly in the presence of the Tenderers' representatives who choose to attend. The Financial Proposal of the Tenderers whose technical bid has been qualified will then be inspected to confirm that they have remained sealed and unopened.

After evaluation of the Technical Bids is completed, the technical scores of the Bidders shall be tabulated and Bidders scoring a minimum 75 marks (out of a maximum of 100) shall be considered as Technically Qualified. Financial Bids of the TOP FIVE Technically Qualified bidders i.e. Technically Qualified Bidder who have been identified as being the **top five** scorers based on evaluation of their Technical Bids, shall be opened and evaluated publicly in the presence of the Tenderers' representatives who choose to attend. The Financial Proposal of the Tenderers whose technical bid has been qualified will then be inspected to confirm that they have remained sealed and unopened.

## Computerization of Transport Department, Puducherry

### 2.9.10 Technical Evaluation Criteria – Compliance matrix

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are given below

S No	Criteria/ Sub Criteria	Description	Checklist	Weightage (Point system)
1.	Covering letter	An undertaking by the lead partner	<ul style="list-style-type: none"><li>• Has the bidder enclosed a cover letter on the company's letter head duly signed and stamped as per the template (including the attachments) given in RFP Vol – II</li><li>• If yes,, then considered for next step of technical evaluation</li><li>• If no,, then technical bid is disqualified</li></ul>	NA

## Computerization of Transport Department, Puducherry

2.	Submission of bid	Number of copies of the bid	<ul style="list-style-type: none"> <li>• Has the bidder submitted one original and 3 copies of the bid and one soft copy as per the format specified in the RFP Vol – II</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>	NA
3.	Technical Forms	Submission of Technical forms	<ul style="list-style-type: none"> <li>• Has the bidder submitted all technical forms viz TP 1, TP 2, TP 3, TP 4, TP 5, TP 6, TP 7, and TP 8 as per the template mentioned in RFP Vol – II</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>	

## Computerization of Transport Department, Puducherry

4.	Signature	Signature on the original and copies of the technical proposal	<ul style="list-style-type: none"> <li>• Is the technical proposal (original and all copies) dated and signed by person or persons duly authorized to sign on behalf of the tenderer as mentioned in RFP Vol - II</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>	
5.	Certificate from the smart card manufacturer	10 year data retention on MRZ warranty from the Original Equipment Manufacturer (OEM) of the smart card	<ul style="list-style-type: none"> <li>• Has the bidder submitted an undertaking / certificate from the smart card manufacturer towards 10 years data retention on MRZ as mentioned in 3.14.2 of Vol – II of the RFP</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>	

## Computerization of Transport Department, Puducherry

6.	Compliance of smart card solution  (as per the response provided through TP 8)	Compliance of smart card solution according to guidelines issued in this regard by Ministry of Road Transport and Highways	<ul style="list-style-type: none"><li>• Does the proposal submitted by the bidder have relevant certification from NIC for compliance of smart card solution according to guidelines issued in this regard by Ministry of Road Transport and Highways (MoRTH)</li><li>• If yes, then considered for next step of technical evaluation</li><li>• If no, then technical bid is disqualified</li></ul>	
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## Computerization of Transport Department, Puducherry

7.	<p>Equipment specifications proposed (As per the response provided in TP 7)</p>	<p>The specifications of equipments proposed</p>	<ul style="list-style-type: none"> <li>• Do the equipments / items proposed in the Form TP 7 meet the expected minimum configuration for the equipments / items mentioned in the Annexure – 4 of the RFP Vol I. Vendor should also provide duly tagged product catalogues along with the proposed equipment list with details of the configuration of the products. Certificates from the proposed OEM vendors for association should also be provided.</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>
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## Computerization of Transport Department, Puducherry

8.	<p>Equipment quantity proposed (As per the response provided in TP 7)</p>	<p>Minimum quantity proposed for the equipments / items</p>	<ul style="list-style-type: none"> <li>• Do the number of each equipment / item proposed in the Form TP 7 meet the minimum quantity for the equipments / items mentioned in the Annexure – 5 of the RFP Vol I</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>	
9.	<p>Project resources (as per the response provided through TP 3)</p>	<p>Information regarding manpower provisioning</p>	<ul style="list-style-type: none"> <li>• Is the proposal meeting the manpower requirements as mentioned in RFP Vol – I</li> <li>• If yes, then considered for next step of technical evaluation</li> <li>• If no, then technical bid is disqualified</li> </ul>	

## Computerization of Transport Department, Puducherry

10.	Consortium	Number of consortium members	<ul style="list-style-type: none"><li>• Is the number of consortium members more than 3</li><li>• If no, then considered for next step of technical evaluation</li><li>• If yes, then technical bid is disqualified</li></ul>	
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### 2.9.11 Financial Evaluation

The financial evaluation of the bid will be carried out for the bidders who have been technically qualified by calculating the Net Present Value (NPV) discounted at 12% annually for the amounts quoted for:

- (a) Total charge for permanent driving licence on SCOSTA compliant smart card for 5 years (as per FF 3)
- (b) Total charge for permanent registration certificate on SCOSTA compliant smart card for 5 years (as per FF 3)
- (c) Total charge for learner's licence on paper for 5 years (as per FF 3)
- (d) Total charge for Permits on pre-printed stationery for 5 years (as per FF 3)

The tenderer should quote consolidated price for the Union Territory of Puducherry including the regions of Karaikal, Mahe and Yanam

**The price would be inclusive of all taxes, duties, charges and levies (5% ROYALTY TO GOVT. ) etc. as applicable.** The price offered should include the cost of data digitization, all hardware supply, operations and maintenance of the facilities, utilities bill and other items as per the scope of work of the tenderer. The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of validity of the bid and subsequent contract, if any.



## Computerization of Transport Department, Puducherry

Any increase in taxes and other statutory duties / levies shall be to the Tenderer's account. However, benefit of any decrease in these tax / duties shall be passed on to the Department by the supplier.

Illustrative table for arriving at financial quote by the bidders of this tender is as given:

FF1		Financial Bid (Inclusive of all services and other requirements as per scope of work) of Volume 1)			
Driving Licences transactions	No of transactions in year 1	Cost of issuing 1 DL	Year 1 cost	NPV @ 12% for year 0	
	No of transactions in year 2		Year 2 cost	NPV at year 0	
	No of transactions in year 3		Year 3 cost	NPV at year 0	
	No of transactions in year 4		Year 4 cost	NPV at year 0	
	No of transactions in year 5		Year 5 cost	NPV at year 0	
	NPV for DL				
Registration Certificate transactions	No of transactions in year 1	Cost of issuing 1 RC	Year 1 cost	NPV at year 0	
	No of transactions in year 2		Year 2 cost	NPV at year 0	
	No of transactions in year 3		Year 3 cost	NPV at year 0	
	No of transactions in year 4		Year 4 cost	NPV at year 0	

## Computerization of Transport Department, Puducherry

FF1	Financial Bid (Inclusive of all services and other requirements as per scope of work) of Volume 1)			
	No of transactions in year 5		Year 5 cost	NPV at year 0
	NPV for RC			
Learner's Licence transactions	No of transactions in year 1	Cost of issuing 1 LL	Year 1 cost	NPV at year 0
	No of transactions in year 2		Year 2 cost	NPV at year 0
	No of transactions in year 3		Year 3 cost	NPV at year 0
	No of transactions in year 4		Year 4 cost	NPV at year 0
	No of transactions in year 5		Year 5 cost	NPV at year 0
		NPV for Learner's Licence		
Permit transactions	No of transactions in year 1	Cost of issuing 1 permit	Year 1 cost	NPV at year 0
	No of transactions in year 2		Year 2 cost	NPV at year 0
	No of transactions in year 3		Year 3 cost	NPV at year 0
	No of transactions in year 4		Year 4 cost	NPV at year 0

## Computerization of Transport Department, Puducherry

FF1 Financial Bid (Inclusive of all services and other requirements as per scope of work) of Volume 1)				
	No of transactions in year 5		Year 5 cost	NPV at year 0
	NPV for Permits			
FF 1 (NPV for DL+ RC + LL + Permit), in INR				

The bidder having lowest overall financial quote (FF1) shall be declared as L1.

### 2.10 Per Transaction Payment

The payment to the vendor for provisioning of services and infrastructure for the project would be provided against the provisioning of services as part of the back-office operations. The various service categories over which the bidder would defray the total project cost (and recover the cost in terms of usage/service charges with a declared Return on Investment) are

Category 1: Per Permanent Driving Licence transaction

Category 2: Per Registration Certificate transaction

Category 3<sup>1</sup>: Per Learners Licence transaction

Category 4: Per Permit transaction

#### 2.10.1 Disqualification

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the tenderer increases his quoted prices.
- The tenderer qualifies the bid with his own conditions
- Bid received in incomplete form or not accompanied by bid security amount.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.

<sup>1</sup> The bidder should quote the same price for paper based learner licence and conductor licence, instead of quoting them separately.

## Computerization of Transport Department, Puducherry

- Tenderer sub-contracts any part of the project to any of the parties having interest in the project.
- Awardee of the contract qualifies the letter of acceptance of the contract conditionally.
- Tenderer fails to enter into a contract within 30 working days of the date of notice of the award of the tender or within such extended period, as may be specified by the Client

Tenderers may specifically note that while processing the tender documents, if it comes to our knowledge expressly or implied by the that some tenderers may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender then the tenderers so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by the Transport Department. It is also clarified that if need arises the purchaser would go in for appointment of outside party(s) to undertake the work under the captioned tender.

In case any one party submits multiple bids or if common interests are found in two or more tenderers, the tenderers are likely to be disqualified, unless additional bids/ tenders are withdrawn upon notice immediately.

### 2.11 Award of Contract

After evaluation of all accepted Proposals by the evaluation committee, a contract may be awarded to the successful tenderer whose financial quote is the lowest (L1) as per the calculation shown in the illustrative table in section 2.10.11 of this RFP (volume 2). The client reserves the right to award a contract in whole or in part if it is in its best interests to do so.

#### 2.11.1 Notification of Award

The acceptance of the tender, subject to the contract, will be communicated in writing to the address furnished by the tenderer in the bid document. Any change of address of the Tenderer, should therefore be promptly notified to the Transport Department, Government of Puducherry.

## **Computerization of Transport Department, Puducherry**

### **2.11.2 Signing of Contract**

The Tenderer shall be required to enter into a contract (Master Services Agreement and/or Service Level Agreements incorporating all agreements between the Parties, including any agreements reached during the negotiation process, if any) with the Authorized Representative, Transport Department, within thirty (30) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative of the Transport Department. The contract shall be on the basis of this document, the Bid of the Tenderer, the letter of intent and such other terms and conditions as may be determined by the Authorized Representative of the Transport Department to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

### **3 GENERAL INFORMATION, TERMS AND CONDITIONS (SUCCESSFUL TENDERERS)**

#### **3.1 Performance Bank Guarantee**

- 1 The successful tenderer shall at his own expense deposit with the Transport Department, within thirty (30) working days from the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to the Authorized Representative of the Transport Department, payable on demand, for the due performance and fulfillment of the contract by the tenderer. The format of the Performance Bank Guarantee will be as given in Form IV
- 2 The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- 3 This Performance Bank Guarantee will be for an amount of Rs. 250,00,000 (Rupees two crores fifty lakhs only). All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the tenderer.
- 4 The performance bank guarantee shall be valid till the end of six months from the date of "Transfer" (six months after Transfer). Subject to the terms and conditions in the Performance Bank Guarantee, at the end of six months after the "Transfer", the Performance Bank Guarantee will lapse automatically.
- 5 The PBG may be in the form of two year guarantee to be renewed by the tenderer at least 3 months prior to its expiry, for another period of 2 year, or till the end of 6 months after "Transfer".
- 6 The Performance Bank Guarantee may be discharged / returned by Transport Department upon being satisfied that there has been due performance of the obligations by the Tenderer under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7 In the event of the tenderer being unable to perform the obligations under the contract for whatever reason, the Transport Department would evoke the

## **Computerization of Transport Department, Puducherry**

PBG. Notwithstanding and without prejudice to any rights whatsoever of the Transport Department under the Contract in the matter, the proceeds of the PBG shall be payable to the Transport Department as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract. The Client shall notify the Tenderer in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Tenderer is in default.

- 8 The Client shall also be entitled to make recoveries from the Tenderer's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **3.2 Use of Contract Documents and Information**

The Tenderer shall not, without prior written consent from the Transport Department, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Transport Department in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Tenderer shall not, without prior written consent of the Transport Department, make use of any document or information made available for the project, except for purposes of performing the Contract.

All the project related documents issued by the Transport Department, other than the Contract itself, shall remain the property of the Transport Department and shall be returned (in all copies) to the Transport Commissioner (TC), Puducherry on completion of the Tenderer's performance under the Contract.

### **3.3 Liquidated Damages**

In case the Tenderer fails to provide the Services in accordance with the Service Standard, the Tenderer shall be liable to penalty as per the terms and conditions

## **Computerization of Transport Department, Puducherry**

of Service Level Agreements (SLAs) to be agreed between the operator and the Administration.

Due to the criticality of the availability of the information, the solution should consider reliability, redundancy in hardware configuration and fail safe design. No data loss/interface failure is permitted and any recovery procedures should take into consideration this factor.

### **3.4 Termination of Contract**

#### **3.4.1 Termination for Default**

The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the operator, may terminate the Contract fully or in part:

- If the operator fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the operator fails to perform any other obligation(s) under the Contract, or
- If the operator in the judgment of the Transport Commissioner (TC), Puducherry has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In case the Transport Department terminates the Contract in whole or in part, the Department may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the operator shall be liable to the Transport Department for any excess costs for such similar services. However, the operator shall continue performance of the Contract to the extent not terminated. Alternately, Transport Department would be free to fully take over the assets and operations earlier being undertaken by the operator at a depreciated cost calculated on the basis of straight line method assuming the useful life of 5 years from the date of commissioning, without prejudice to any other action as contemplated in the Contract.



## **Computerization of Transport Department, Puducherry**

### **3.4.2 Termination for Insolvency**

The Client may at any time terminate the Contract by giving written notice to the operator if the operator becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the operator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Transport Department.

### **3.4.3 Termination for Convenience**

Transport Department, by written notice sent to the operator, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In case of termination for convenience, the Transport Department would pay to the bidder the cost of services (issue of DLs/ RCs/ Permits/ LLs / etc) provided till the date of the termination and depreciated cost of the equipment supplied. Depreciation would be calculated on the basis of a straight line method assuming the useful life as 5 years from the date of the commissioning.

### **3.4.4 Force Majeure**

The operator shall not be liable to forfeiture of its Implementation Guarantee, Performance Security, Liquidated Damages, or termination for default if and to the extent that the delay in performance or other failure to perform his obligations under the Contract is as a result of Force Majeure.

For the purposes of this clause, "Force Majeure" means an event beyond the control of the operator and not involving the operator's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Transport Department in its sovereign capacity, wars or revolutions, fire, flood, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure arises, the operator shall promptly notify to the Transport Commissioner, Puducherry in writing of such condition and the cause therefore.

## Computerization of Transport Department, Puducherry

Unless otherwise directed by the Transport Commissioner, Puducherry in writing, the operator 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.

### 3.5 Exit Management

#### 3.5.1 Purpose

- (i) This clause sets out the provisions which will apply on expiry or termination of the “MSA (Master Service Agreement)”, the “Project Implementation, Operation and Management SLA (Service Level Agreement)” and “SOW (Scope of Work)”.
- (ii) In case of termination of the Project Implementation and/or Operation and Management SLA or SOWs due to illegality, the Parties (‘Transport Department’, ‘Operator’) shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- (iii) The Parties shall ensure that their respective associated entities, in case of the client, Transport Department or its nominated agencies and sub-contractors in case of the Operator, carry out their respective obligations set out in this Exit Management Clause.

#### 3.5.2 Transfer of Assets

- (i) The Operator shall be entitled to use the Assets for the duration of the exit management period which shall be the three month period from the date of expiry or termination of the Master Service Agreement (MSA).
- (ii) Transport Department during the Project Implementation Phase and Operation and Management Phase shall be entitled to serve notice in writing on the Operator at any time during the exit management period as detailed hereinabove requiring the Operator to provide the Department or its nominated agencies with a complete and up to

## Computerization of Transport Department, Puducherry

date list of the Assets within 30 days of such notice. Transport Department shall then be entitled to serve notice in writing to the Operator at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Operator to sell any of the Assets to be transferred to the Transport Department or its nominated agencies at market value (as determined as on the date of such notice).

- (iii) Upon service of a notice under point 3.5.2 (ii) the following provisions shall apply:
- a. In case if the Assets to be transferred are mortgaged to any financial institutions by the Operator, the Operator shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Transport Department or its nominated agencies.
  - b. All risks in and title to the Assets to be transferred to be purchased by Transport Department or its nominated agencies pursuant to 3.5.2 (ii) shall be transferred to the Transport Department or its nominated agencies, on the last day of the exit management period.
  - c. The Client or its nominated agencies shall pay to the Operator on the last day of the exit management period such sum representing the depreciated value of the assets as defined under the clause on termination for convenience (clause 3.4.3)
  - d. That on the expiry of the period under this clause, the Operator and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all Confidential Information and all other related materials in its possession, including all the hardware supplied by Operator under this clause to the Department.

## Computerization of Transport Department, Puducherry

- e. That the products and technology delivered to the Client during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by operator to other locations apart from the locations mentioned in the RFP without prior written notice and approval of the Department. All hardware supplied on upfront payment basis, software and documents etc. used by the Operator for the Transport Department shall be the legal properties of the Department.

### 3.5.3 Cooperation and Provision of Information

- (i) During the exit management period:
  - a. The Operator will allow the Transport Department or its nominated agencies access to information reasonably required, to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
  - b. Promptly on reasonable request by the Transport Department or its nominated agencies, the Operator shall provide access to and copies of all information held or controlled by it which it might have prepared or maintained in accordance with the Master Service Agreement (MSA), the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services (whether provided by the Operator). Transport Department or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Operator shall permit the Department or its nominated agencies and/or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Operator and to assist appropriate knowledge transfer.

## Computerization of Transport Department, Puducherry

### 3.5.4 Confidential Information, Security and Data

- (i) The Operator will promptly on the commencement of the exit management period supply to the Transport Department or its nominated agencies the following:
  - a. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
  - b. Documentation relating to Intellectual Property Rights; and
  - c. Transport Department data and confidential information; and
  - d. All current and updated Departmental data as is reasonably required for the purposes of the Client or its nominated agencies transitioning the services to its Replacement Operator in a readily available format; and
  - e. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Transport Department or its nominated agencies, or its Replacement Operator to carry out to the transition of the Services to the Client or its nominated agencies, or its Replacement Operator (as the case may be).
- (ii) Before the expiry of the exit management period, the Operator shall deliver to the Department or its nominated agencies all new or updated materials from the categories set out in 3.5.4 (i) above and shall not retain any copies thereof, except that the Operator shall be permitted to retain one copy of such materials for archival purposes only.
- (iii) Before the expiry of the exit management period, unless otherwise provided under the Master Service Agreement (MSA), the Transport Department or its nominated agencies shall deliver to the Operator all forms of Operator confidential information which is in the possession or

## Computerization of Transport Department, Puducherry

control of the Transport Department or its nominated agencies or its users.

### 3.5.5 Employees

- (i) Promptly on reasonable request at any time during the exit management period, the Operator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Client or its nominated agencies a list of all employees (with job titles) of the Operator dedicated to providing the services at the commencement of the exit management period;
- (ii) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Operator to the Department or its nominees, or a Replacement Operator ("Transfer Regulation") applies to any or all of the employees of the Operator, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- (iii) To the extent that any Transfer Regulation does not apply to any employee of the Operator, the Department or its nominated agencies, or its Replacement Operator may make an offer of employment or contract for services to such employee of the Operator and the Operator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Department or its nominated agencies or any Replacement Operator.

### 3.5.6 Transfer of certain agreements

- (i) On request by the Client or its nominated agencies, the Operator shall effect such assignments, transfers, innovations, licences and sub-licences as the Client may require in favour of the Transport Department or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between the Operator and third party lessors, operators, or

## Computerization of Transport Department, Puducherry

Operator, and which are related to the services and are reasonably necessary for the carrying out the replacement services.

### 3.5.7 Right of Access to Premises

- (i) At any time during the exit management period, where Assets are located at the Operator's premises, the Operator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Transport Department or its nominated agencies, and/or any Replacement Operator in order to prepare an inventory of the assets.
- (ii) The Operator shall also give the Department or its nominated agencies, or any Replacement Operator right of reasonable access to the Operator's premises and shall procure the Department or its nominated agencies and any Replacement Operator rights of access from relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to Transport Department or its nominated agencies, or a Replacement Operator.

### 3.5.8 General Obligations of the Operator

- (i) The Operator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Transport Department or its nominated agencies or its replacement Operator and which the Operator has in his possession or control at any time during the exit management period.
- (ii) For the purposes of this Clause, anything in the possession or control of any Operator or associated entity is deemed to be in the possession or control of the Operator.
- (iii) The Operator shall commit adequate resources to comply with its obligations under this Exit Management Clause.

### 3.5.9 Exit Management Plan

- (i) The Operator shall provide the Client or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
  - a. A detailed programme of the transfer process that could be used in conjunction with a Replacement Operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - b. Plans for communication with such of the Operator's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the department's operations as a result of undertaking the transfer; and
  - c. If applicable, proposed arrangements for the segregation of the Operator's networks from the networks employed by the Transport Department or its nominated agencies and identification of specific security tasks necessary at termination; and
  - d. Plans for provision of contingent support to the Client or its nominated agencies, and Replacement Operator for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- (ii) The Operator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- (iii) Each Exit Management Plan shall be presented to the Transport Department by the Operator and got approved by it or its nominated agencies.



## **Computerization of Transport Department, Puducherry**

- (iv) In the event of termination or expiry of MSA, Project Implementation, Operation and Management SLA or SOWs, each Party shall comply with the Exit Management Plan.
- (v) During the exit management period, the Operator shall use its best efforts to deliver the services.
- (vi) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- (vii) This Exit Management plan shall be furnished in writing to the Transport Department or its nominated agencies within 90 days from the Effective Date of Master Service Agreement (MSA).

### **3.6 Confidentiality**

The operator shall not use or disclose to any third party, except for the purpose of observance of these terms and Conditions any confidential information of the Transport Department.

### **3.7 Contract amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **3.8 Resolution of disputes**

Transport Department and the operator shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Client and the operator have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. In case of non-agreement with the third party arbitrator, Transport Secretary Puducherry, would be the sole arbitrator. All Arbitration

## Computerization of Transport Department, Puducherry

proceedings shall be held at Puducherry, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

### 3.9 Insurance Requirement

The operator shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit a list of all the insured items to the Transport Department prior to the start of operations. The operator shall keep effective all the insurances during the period of the Contract.

### 3.10 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or fax and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

### 3.11 Software Licences

The paper licences of all software to be deployed as part of the project would be in the name of the Transport Department – Government of Puducherry and the original copy of the same shall be deposited by the successful bidder at Transport Commissioner's office after signing of the contract and before the installation of the software at any of the sites.

### 3.12 Intellectual Property Rights

During the Operation phase, the responsibility to maintain the Intellectual Property Rights (IPR) would lie with the Operator and the Operator will transfer the IPR to the Transport Department or its nominated agency during the Transfer stage. Following conditions apply:

- (i) **Ownership and Title:** Title to the minor enhancements, point updates and documentation, including ownership rights to patents, copyrights,

## Computerization of Transport Department, Puducherry

trademarks and trade secrets therein shall be the exclusive property of the Transport Department.

- (ii) **Reverse Engineering:** The operator shall not reverse engineer any minor, major enhancement or point update.
- (iii) **Confidentiality:** The operator hereby acknowledges that the minor enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to the Transport Department. The operator hereby agrees not to disclose such information except to persons and organizations expressly authorized by the Client to receive such information. The operator shall not remove or alter any copyright notices or proprietary legends affixed by the Client to such minor enhancements, point updates or documentation.
- (iv) **Copies:** The operator shall make available to the Client an additional copy of the minor enhancements, point updates and documentation for back-up use on the Computer.
- (v) **Liability of the operator:** The operator shall not be liable for any failure to perform its services because of circumstances beyond the control of the operator, where such circumstances shall include (not exhaustive) natural disaster, terrorism, labour disputes, war, declarations of Governments, transportation delays, and misuse of the Software by the Transport Department.

### 3.13 Payment Terms

A Pre-receipt bill in triplicate in the name of the "Transport Department, Puducherry" shall be submitted to the Transport Commissioner and the payment will be certified by authorized officials of the Department as per the following schedule:

1. The payment will be done to the successful agency(s) on monthly basis.
2. Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

## Computerization of Transport Department, Puducherry

3. The Successful agency has to pay royalty of 5% of value of bill.

4. The royalty and Income Tax will be deducted at source.

The payments for will be done to the successful agency(s) as per the process detailed in this section.

### **Operations and Maintenance for provision of services**

a The payments will be done to the successful agency(s) on monthly basis for every region.

b The payment shall be based on per transaction charges.

c The monthly bills will be submitted by the agency(s) to the respective Regional Transport Officer (RTO) and Unit office along with a report of activities and transactions performed during the month. Report has to be signed and attested by the respective Regional Transport Officer (RTO)/ Transport Commissioner.

d The monthly payment on per transaction basis will be started, for any site only after successful commissioning of the project in the State.

Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

### **3.14 Obligations of the selected agency(s)**

1 The selected agency shall be obliged to work closely with the Transport Department, act within its own authority and abide by the directives of the Department authorities.

2 The selected agency shall abide by the job safety measures prevalent in India and will free the Transport Department from all demands or responsibilities arising from accidents or loss of life, the cause of which is the agency's negligence. The agency will pay all indemnities arising from such incidents and will not hold the Transport Department responsible or obligated.

3 The selected agency will treat as confidential all data and information, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Transport Commissioner, Puducherry.

## **Computerization of Transport Department, Puducherry**

- 4 The selected agency shall install and use only the recommended / supplied software and hardware in specified quantities during the period of the contract.
- 5 The manpower deployed shall be dedicated for the use of Transport Department work only. It shall not be used for any other purpose during or after office hours or holidays.
- 6 Vendor shall be responsible for the maintenance, up keep and upgradation of all the hardware devices installed by it during the period of the contract for the fulfillment of service levels as agreed.
- 7 The contract shall not be assigned or sublet to any third party without the written approval of the Transport Commissioner, Puducherry
- 8 The selected agency must handle carefully all the equipments and work. It should not affect the normal working of the Government office. Right time attendance and work are important; otherwise it shall be treated as non-cooperation to the Department, which will be liable for termination of contract.
- 9 The vendor shall comply with all the rules, regulations, byelaws and directions of any local or public authority from time to time in connection with this work and shall pay fees or charges that are levied on him without any extra cost to the Client.

### **3.14.1 Inspection and Test**

- 1 Transport Department and/or its representatives reserve the right of inspection and testing of the goods prior to delivery and after delivery at the site, or at any time during the period of the contract.
- 2 Transport Department reserves the right to inspect, test and, wherever necessary, reject the Goods after the Good's arrival at the Project Ste. This shall in no way be limited or waived by reason of the Goodshaving previously been inspected, tested and passed by the Transport Department or its representative prior to the Goods shipment.

## **Computerization of Transport Department, Puducherry**

### **3.14.2 Warranty**

The equipment supplied on upfront payment would carry five years onsite comprehensive Original Equipment Manufacturer (OEM) warranty; this five year period shall commence from the date of commissioning of the respective Transport Department field offices for Smart Card based Registration Certificates and Permanent Driving Licences. The supplied software shall carry warranty/support as per the agreement between the Department and the software Original Equipment Manufacturer (OEMs).

The smart cards shall carry a ten year warranty on data retention on Machine Read Zone (MRZ). BOOToperator shall submit an undertaking/certificate from the smart card manufacturer towards 10 years OEM warranty, to the effect that the manufacturer shall provide warranty services including replacement cards etc. to the State Transport Department for 10 years from the date of issuance of the card irrespective of continuation/discontinuation of State's association with the BOOToperator. Therefore, in case the card loses data or malfunctions, the card will be replaced by the manufacturer without any additional cost.

### **3.14.3 Delivery and Documents**

Delivery of Goods shall be made by the selected agency strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Transport Department

### **3.14.4 Third Party Claims**

The selected agency(s) shall indemnify the Transport Department against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

### 3.14.5 Ownership of Equipments

All the equipments provided by the selected agency(s) shall virtually have the right of use by the Transport Department throughout the contract period though the ultimate transfer may come much later, after the expiry of the contract period. The selected agency will therefore not shift, move, and transfer the equipments without the prior consent of Transport Commissioner, Puducherry. Such a request by the agency should be made with suitable justification and reasoning. However, the operator will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment has to be replaced, the replacing equipment must have a manufacturing date later than the equipment being replaced and the configuration of the replacement should be same or higher. Information about all such replacements along with reasons should be provided in writing to the Transport Department.

Ownership of all the data created during the period of contract shall be the property of the Transport Department. However, the responsibility of its maintenance, updation, correctness and backup would be that of vendor.

No third party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of Transport Commissioner, Puducherry can be created on the assets, equipments etc. installed by the selected agency (s).

### 3.14.6 Prevention of Corrupt or Fraudulent Practices

Transport Department requires that agencies observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, "Transport Department":

- (i) Defines for the purposes of this provision, the terms set forth as follows:
  - a. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

## Computerization of Transport Department, Puducherry

- b. "Fraudulent practice" means a misrepresentation of facts knowingly and intentionally in order to influence a procurement process or execution of a contract to the detriment of the Transport Department, and includes collusive practice among agencies (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of Puducherry of the benefits of the free and open competition;
- (ii) The Transport Department shall reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing the contract in question;
- (iii) The Transport Department shall declare a firm ineligible, either indefinitely or for a stated period of time, for award of a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing or in executing, a contract.

The past performance of the agency will be cross-checked if necessary. If the facts are proven to be dubious, the agency's tender will be ineligible for further processing.

The selected agency shall hire employees only after checking their past records.

The data generated out of the transactions shall not be misused in any way.

All the software used must be duly licensed.

### 3.14.7 Interpretation of Clauses

In case of any ambiguity in the interpretation of any of the clauses in the tender document, interpretation of the Transport Commissioner shall be final and binding on all the parties.



**FORM I**

**PRE-QUALIFICATION**

**PROPOSAL**

## 4 FORM I PRE-QUALIFICATION PROPOSAL

### Covering Letter for Pre-qualification bid proforma

Letter Dated Date/Month/Year

To

Transport Commissioner

Transport Department,

100 Feet Road, O.K. Palayam,

Puducherry-605004

Dear Sr,

**Ref: RFP- For the Selection of vendor for introduction of e Governance in the Transport Department, Puducherry on a BUILD, OWN, OPERATE and TRANSFER (BOOT) BASIS for a period of five years.**

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute turnkey project on build, own, operate and transfer (boot) basis for the issue of smart card based driving licences, registration certificates and other managerial functions of the Transport Department in the Union Territory of Puducherry for a period of 5 years and offer other services as required and outlined in the RFP for the same. The details sought by the organization to evaluate the bidder's technical skill base and financial capacity to implement the project are provided in the pre-qualification bid. As it is required, the list of details specified in the table below is given in the formats specified in the RFP.

The details specified in the formats are substantiated with support documents as required.

Sincerely yours

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

**Computerization of Transport Department, Puducherry**

Witness Signature:

Witness Name:

Witness Address

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ..... Secretary of the

(Name of tendering company)

And that

.....

(Name of the above company signatory (ies))

Who signed the above Bid is authorized to bind the corporation by authority of its governing body.

(Seal) .....

## Computerization of Transport Department, Puducherry

### Checklist:

Checklist as provided below should be attached:

S. No.	Criterion	Details	Yes/ No/ NA
1.	EMD submitted	EMD comprising of demand draft of INR (Rupees) drawn on a nationalized / scheduled bank valid for 180 days and in favour of "Transport Commissioner, Transport Department" payable at Puducherry.	
2.	Consortium details	<ul style="list-style-type: none"><li>• Power of attorney signed by the partners of consortium nominating one of the partners as the lead partner</li><li>• Self certificate from the lead partner stating that he has at least 20 % stake in the consortium</li><li>• Clearly defined roles and responsibilities of the partners provided by the lead bidder with due endorsement</li></ul>	

## Computerization of Transport Department, Puducherry

3.	<p>The Bidder(s) should be engaged in Information Technology (IT) business related to Hand Held Smart Card Reading/Writing and Communication Devices and development of Smart card related custom software Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices (customizing the Hand Held Smart Card Reading/Writing and Communication Devices for specific applications); Smart Card preparation and Documents Scanning.</p>	<ul style="list-style-type: none"> <li>• Certificate # 1 (format attached) from the lead bidder.</li> <li>• Company's Articles of Association, Memorandum of Association and last 3 years annual report (with audited financial statements) must be submitted.</li> </ul>	
4.	<p>The bidder should have executed minimum one project in customization of Transport Customer Care Service and Smart card preparation and Hand Held Smart Card Reading/Writing electronic devices and development of related systems for supporting SCOSTA standard applications in India.</p>	<ul style="list-style-type: none"> <li>• Completion Certificate or satisfactory working and timely performance certificates for the jobs in progress for more than a year</li> <li>• Client Endorsement Certificate</li> <li>• The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must be provided</li> </ul>	

## Computerization of Transport Department, Puducherry

5.	<p>The bidder should have minimum annual sales turnover of Rs. 50 Crores for last three consecutive years in the IT related activities or services. Sales in other activities or fields will not be accounted for this turnover criterion. The percentage of IT services/smart card related activities should be at least 20% of annual IT turnover in each of these years. This turnover is to be further classified into IT services and Smart card based projects.</p>	<ul style="list-style-type: none"> <li>• Certificate # 2 (format attached) from the lead bidder.</li> <li>• Statutory Auditor's certificate to that effect must be submitted by the agency giving the turnover from IT related operations and the percentage of IT services in the IT turnover.</li> </ul>	
6.	<p>The bidder or the partners in case of consortium should have positive net worth for the last three financial years.</p>	<ul style="list-style-type: none"> <li>• Certificate # 3 (format attached) from the lead bidder.</li> <li>• A self certificate to the effect signed by the Company Secretary of the company must be submitted</li> </ul>	
7.	<p>The bidder or the Prime bidder in case of consortium should have minimum 200 IT professional employees on its payrolls for at least last three years. The term 'IT professional' here refers to a professional on the rolls of the company and having a minimum qualification of a recognized Diploma or Degree in IT/ computer science or equivalent.</p>	<ul style="list-style-type: none"> <li>• Certificate # 4 (format attached) from the lead bidder</li> </ul>	

## Computerization of Transport Department, Puducherry

8.	<p>The agency/company must have experience of at least one IT project with a State Government/Central Government/P.S.U.'s in India and supporting documents.</p>	<ul style="list-style-type: none"> <li>• Certificate # 5 (format attached) from the lead bidder.</li> <li>• Completion certificate or satisfactory working and timely performance certificates for the jobs in progress for more than a year</li> <li>• Client endorsed certificate (as per attached format in this section)</li> <li>• The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided.</li> </ul>	
9.	<p>The bidder should have at least 1 support/service locations in Puducherry either at present or within 15 days from the date of acceptance of the bid.</p>	<ul style="list-style-type: none"> <li>• A self certificate to the effect along with contact details (address, tel no., fax no. etc.) must be submitted</li> </ul>	
10.	<p>The bidder should have tender specific manufacturer's authorization letter for the proposed devices.</p>	<ul style="list-style-type: none"> <li>• Letter copy to be attached (Format attached)</li> </ul>	
11.	<p>The bidder or the partner in case of consortium who is himself the smart card manufacturer or from whom he proposed to procure the smart card must have the manufacturing capacity (for the manufacturer as mentioned in the SCOSTA certificate) of 1 million cards per year.</p>	<ul style="list-style-type: none"> <li>• A self certification along with a published proof from independent established third party, if any must be submitted as a proof</li> </ul>	

## Computerization of Transport Department, Puducherry

12.	The bidder or the partner in case of joint venture who himself is the smart card manufacturer or from whom it proposes to procure the smart card must have the experience of supply of minimum 0.5 million smart cards (from the manufacturer as per the SCOSTA specifications) during each of the last two preceding years,	<ul style="list-style-type: none"><li>• The agency/company must submit an undertaking to the effect.</li><li>• The proof of supply from the purchaser shall be submitted.</li></ul>	
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Additionally,

Certificate 8, Certificate 9 and certificate 10 should be submitted as per the attached format.



## Computerization of Transport Department, Puducherry

### Bid security (EMD) form

**File. No.:**

**Project Name:**

(To be issued by a bank scheduled in India as having at least one branch in Puducherry)

Whereas .....(herein after called “the Bidder”) has submitted its bid dated ..... (Date). For the execution of “**Smart Card based Solution for the Transport Department, Government of Puducherry**” (herein after called “the Bid”)

KNOW ALL MEN by these presents that WE .....<name of the bank>..... having our registered office at .....<registered office location>..... (here in after called the “Bank”) are bound unto the Transport Commissioner, Transport Department, Government of Puducherry (hereinafter called “the purchaser”) to the sum of ..... for which payment well and truly to be made to the said purchaser the bank binds itself, its successors and assignees by these presents.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the Department during the period of bid validity and
  - (i). fails or refuses to execute the contract form if required; or
  - (ii). Fails or refuses to furnish the performance security, in accordance with the bid requirement;

We undertake to pay the Department upto the above amount upon receipt of its first written demand, without the Department having to substantiate its demand, provided that in its demand the Department will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee of

## Computerization of Transport Department, Puducherry

Rs..... will remain in force upto and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the said period.

**Place:**  
**Date:**

**Signature of the Bank Official**  
**with seal**

## Computerization of Transport Department, Puducherry

### Format for providing project information

The information must be endorsed by the client.

S. No.	Input Required	Input Provided
1.	Project Name	
2.	Authority providing the information (Name, Designation and Contact)	
3.	Role of the company in the project: (Brief information)	
4.	Approximate order value for the company in the project	
5.	Approximate Number of locations where the company is providing services as a part of the project	
6.	Is the project being undertaken/ completed by the company to the satisfaction of the client?	
7.	Did the role of the company include significant IT related operations? (Yes/ No)	
8.	Did the company develop and implement an application software product for the project? (Yes/ No)	
9.	Did the company provide 'over the counter' services as a part of the project using IT? (Yes/ No)	
10.	Did the company provide hardware as part of the project (Yes/ No)	
11.	Did the company deploy manpower for operations of the project? (Yes/ No)	

### **Adjudicator**

In accordance with GCC clause 6.4.4., the agreed Adjudicator(s) is (are):

Title: **Secretary to Government (Transport)**

Address: Chief Secretariat Buildings, Puducherry-605 001.

Telephone: 0413 – 2334082

### **Certificate #1**

## Computerization of Transport Department, Puducherry

### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s. (lead bidder) \_ is a Citizen Service Agency/ Company, registered in India, providing IT enabled “over the counter services” in the areas of e-governance” (hereinafter referred to as Category A agency/company)

OR

IT company/agency, registered in India, involved in provisioning of IT enabled “over the counter” services to customers, either “in the capacity of backend IT solution provider” or “in the capacity of front end operations management and service provisioning” or both (hereinafter referred to as Category B agency/company)

having expertise and experience in the area of work relating to Information Technology services such as, Smart Card operations, Data Centre operations or Facility Management and is engaged in the IT related activities/services for at least last three years and in the areas of work mentioned in Category A or Category B (as applicable) for at least last 1 year.

As required, please find enclosed self-attested copies of the following documents:

- (i). ‘Registration Certificate’ / ‘Certificate of Incorporation’ (As applicable)
- (ii). Memorandum of Association
- (iii). Articles of Association

## Computerization of Transport Department, Puducherry

- (iv). Annual Reports of last three years (with audited financial statements)
- (v). Documentary evidence of company/agency conforming to Category A or B as defined above, in the form of copies of order along with either “completion” certificate or “satisfactory work in progress for more than a year” certificate.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation: Company Secretary

Location:

## Computerization of Transport Department, Puducherry

### Certificate #2

#### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that the annual turnover of M/s..... (Lead bidder) from the IT related activities:

- (a) For the year 2005-06 is \_\_\_\_\_ and the percentage of IT services in this turnover is \_\_\_\_\_ %.
- (b) For the year 2006-07 is \_\_\_\_\_ and the percentage of IT services in this turnover is \_\_\_\_\_ %.
- (c) For the year 2007-08 is \_\_\_\_\_ and the percentage of IT services in this turnover is \_\_\_\_\_ %.

As required, please find enclosed self-attested copies of following documents:

- (i) 'Audited Balance Sheet and Income Statement' or Annual Report for the years 2005-06, 2006-07 and 2007-08.
- (ii) Statutory Auditor's certificate certifying the percentage of IT services in the annual sales turnover from the IT related activities, services and hardware (in case the same is not explicitly mentioned in the submitted audited financial statements).

Yours faithfully,

**Computerization of Transport Department, Puducherry**

Signature with company seal

Name:

Date:

Designation: Company Secretary

Location:

**Certificate #3**

**(Company Letterhead)**

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s..... (Lead bidder) has positive net worth (measured as paid-up capital plus free reserves) for the financial years 2005-2006, 2006-2007 and 2007-2008. As required, please find enclosed self-attested copies of balance sheets for the corresponding years.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation: Company Secretary

Location:

## Computerization of Transport Department, Puducherry

### Certificate #4

#### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s..... (Lead bidder) has \_\_\_\_\_ (nos.) of IT professional employees on its payrolls and has had the same for at least last one year.

Yours faithfully,

Signature with company seal

Name: Date:

Designation: Company Secretary Location:



## Computerization of Transport Department, Puducherry

### Certificate #5

#### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s..... (Lead bidder) \_ has experience of at least one IT project with a State Government/Central Government/Public Sector Undertakings in India. As required, please find enclosed the following documents:

(i) Self attested copies of order and completion certificate issued by the client.

‘OR’

(i) Self attested copies of order and satisfactory working and timely performance certificates issued by the client for jobs in progress for more than a year.

(ii) Name, Address, Telephone No., Fax, Email-id of the contact person at client firm(s).

Yours faithfully,

Signature of signing authority with company seal

Name:

Date:

Designation:

Location:

## Computerization of Transport Department, Puducherry

### Certificate #6

#### (Company Letterhead)

To,  
Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s..... (Lead bidder) has experience of successfully completing at least:

One multi location (minimum 10 locations – in single order) project in the area of IT related work and services. Please find enclosed self attested copies of the order and completion certificate / citation issued by M/s. \_\_\_\_\_ (Client Company). This order was for \_\_\_\_ (no.) of locations and the order value was Rs. \_\_\_\_\_ crores. Name, Address, Telephone No., Fax, Email-id of the contact person at client firm are mentioned below

Or

One multi-location (min. 10 locations – in single order) BOT/BOOT/BOO project with at least 200,000 transactions per annum and annual transaction value of at least Rs. 5 crores

Please find enclosed self attested copies of the order and satisfactory work in progress for more than a year certificate issued by M/s. \_\_\_\_\_ (client company). This order was for \_\_\_\_ (no.) of locations and average no. of annual transactions is \_\_\_\_\_ and the total value of annual transactions is Rs. \_\_\_\_\_. Name, Address, Telephone No., Fax, Email-id of the contact person at client firm are mentioned below.

Yours faithfully,

## Computerization of Transport Department, Puducherry

Signature of signing authority with company seal

Name:

Date:

Designation:

Location:

(More than one certificates and order details may be attached as per format).

### Certificate #7

#### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s..... (Lead bidder) has following support / service locations in Puducherry or in its neighbouring States/Union Territories.

The details are:

(i) Address, Telephone No., Fax, Email-id, and Operational since.

(ii) Address, Telephone No., Fax, Email-id, and Operational since.

•

•

(n) Address, Telephone No., Fax, Email-id and Operational since.

Yours faithfully,

Signature of signing authority with company seal

## Computerization of Transport Department, Puducherry

Name:

Date:

Designation:

Location:

## Computerization of Transport Department, Puducherry

### Certificate #8

#### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s. (lead bidder) \_ accepts that

- a. Transport Department, Puducherry reserves the right to carry out the capability assessment of the agency/company and the Department's decision shall be final in this regard.
- b. Transport Department, Puducherry reserves the right to reject any or all bids without assigning any reason.

Yours faithfully,

Signature of signing authority with company seal

Name:

Date:

Designation:

Location:

## Computerization of Transport Department, Puducherry

### Certificate #9

#### (Company Letterhead)

To,

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Ref: Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services

Dear Sr,

This is to certify that M/s. (lead bidder) \_ accepts that in the event of acceptance of the bid submitted by it and subsequent award of order, it shall use only SCOSTA certified smart card product (certified by NIC) towards the fulfillment of the order and shall keep the SCOSTA certificate renewed and/or upgraded as per the latest amendments issued by NIC.

Yours faithfully,

Signature of signing authority with company seal

Name:

Date:

Designation:

Location:

**Computerization of Transport Department, Puducherry**

**Certificate #10**

**To Whomsoever It May Concern**

I, representative of \_\_\_\_\_, hereby solemnly affirm the veracity of documents submitted as a part of pre-qualification, technical and financial bid for “Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services on a Build, Own, Operate and transfer (BOOT) basis for a period of five years” . In the event of any deviation from the factual information, the Transport Department, Puducherry reserves the right to terminate the contract without any compensation.

Dated:

Signed:

Place:

**ILLUSTRATIVE**

Oath Commissioner Name:

Signature:

Date:

Place:

**Stamped**

# FORM I I

## TECHNICAL PROPOSAL



## 5 FORM II TECHNICAL PROPOSAL

**Covering letter (on the Company letter head of the lead partner)**

Date:

To

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Dear Sir,

**Ref: RFP – For the Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services on a BUILD, OWN, OPERATE and TRANSFER (BOOT) BASIS for a period of five years.**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for the issuance of smart card based Permanent Driving Licences and Registration certificates of vehicles on Build Own Operate and Transfer basis for Puducherry for five years and to meet such requirements and provide such services as are set out in the Bid Document.

We attach hereby the Bid Technical Response as required by the tender document, which constitutes our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and Transport Department or its appointed representatives. We also undertake, if our bid is accepted, we will provide the equipments/ items as proposed (in TP 7) as a part of the technical proposal.

## Computerization of Transport Department, Puducherry

If our Bid is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a nationalized bank in India, acceptable to Transport Department, for a sum of \*\*\*\*\*INR (Rupees only), for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid Response for a period of SIX (plus ONE) MONTHS from the date fixed for Bid opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, this Bid Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this ..... Day of.....

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

.....

(Name and address of Tendering Company)

Seal/Stamp of Tenderer

Witness signature:

.....

Witness name:

Witness address...

**Computerization of Transport Department, Puducherry**

Attachments: Board resolution delegating signing powers to authorized signatories for the Bid Technical Response

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am..... Secretary of the

(Name of tendering company)

And that

.....

(Name of the above company signatory/ signatories

who signed the above Bid is/ are authorized to bind the corporation by authority of its governing body.

(Seal) .....

## Computerization of Transport Department, Puducherry

The Technical Proposal should consist of the following information in the given format in subsequent pages:

- TP 1 Tenderer's Organization and Experience
  - A Information on Tenderer's Organization
  - B Tenderer's Experience
- TP 2 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TP 3 Team Composition and Task Assignments
- TP 4 Curriculum Vitae (CV) for Proposed Professional Staff
- TP 5 Staffing Schedule
- TP 6 Work Schedule
- TP 7 Technical Specifications/ Brands of the proposed equipments
- TP 8 Certification from National Informatics Centre for compliance of Smart Card solution according to guidelines issued in this regard by the Ministry of Road Transport and Highways

In view of the changes in the technical bids arising out of technical discussions with the qualified tenderers, the tenderer may be allowed to change the commercial bid within 48 hours of signing of the technical bids. All pre-qualified tenderers shall have to sign-off the Approach and Methodology, Work Plan, Organization and Staffing, Team Composition and Task Assignments, Curriculum Vitae of Staff, Staffing and Work Schedule, Technical Specifications/ Brands of the proposed equipments, Relevant certification etc. as per **TP1, TP2, TP3, TP4, TP5, TP6, TP7, TP8** to the satisfaction of the evaluation committee.

## Computerization of Transport Department, Puducherry

### TP 1 Tenderer's Organization and Experience

#### A - Tenderer's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/ entity and each associate for this assignment.]

#### B- Tenderer's Experience

[Using the format below, provide information on each project for which your organization, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current Rupees):
Country: Location within the country:	Duration of assignment (months):
Name of the Client:	Total No. of staff-months of the assignment
Address of the Client:	Approx. value of the services provided by your firm under the contract (in Rupees.)
Start date (month/year): Completion date (month/year):	Technologies involved/ number of locations covered, etc.
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the project:	

## Computerization of Transport Department, Puducherry

### TP 2 Description of the Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are the key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Proposed card layout and design
- c) Work Plan, and
- d) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Proposed card layout and design. In this chapter you should provide the pictorial description of the look and feel of the proposed smart card based RC and the Driving Licence. The bidder is free to include a prototype DL and RC along with the Technical proposal. However, the final layout and design of the smart card to be used for issuing the Driving Licence and Registration Certificate on a state wide basis would be as advised by the Transport Department, Government of Puducherry.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents,

## Computerization of Transport Department, Puducherry

including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

## Computerization of Transport Department, Puducherry

### TP3 Team Composition and Task Assignments

**Important Note: The Tenderers are required to furnish the following information for Data Digitization, Operations and Maintenance of offices of Transport Department, Government of Puducherry separately.**

---

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

This information should be provided for all key staff, such as team leaders, project managers, technical support staff, etc. The relevant Curriculum Vitae of the professional staff mentioned above are also required to be given in the format provided under this section.



## Computerization of Transport Department, Puducherry

### TP 4 Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]:
2. **Name of the Firm** [Insert the name of the firm proposing the staff]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of the Staff** [Insert full name]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** [Indicate significant training since degrees under “5 – Education” were obtained]: \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** [List countries where the staff has worked in the last ten years]: \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

## Computerization of Transport Department, Puducherry

<p><b>11. Details of the Tasks Assigned</b></p> <p>[List all tasks to be performed under this assignment]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the project]</p> <p>Name of the assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	--

**13. Staff is resident / native of Puducherry: Yes or No**

**14. Certification:**

I, the undersigned, certify to the best of my knowledge, belief and information that this Curriculum Vitae correctly describes me, my qualifications, and my experience. I understand that any willful misstatement made herein may lead to my disqualification or dismissal, if engaged.

Date: \_\_\_\_\_

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

## Computerization of Transport Department, Puducherry

### TP 5 Staffing Schedule

**Important Note: The Tenderers are required to furnish the following information for Data Digitisation, Operations and Maintenance of offices of the Transport Department, Government of Puducherry**

S. No	Name of Staff	Staff input (in the form of a bar chart)												
		1	2	3	4	5	6	7	8	9	10	11	12	n
<b>Own</b>														
1														
2														
N														
													<b>Subtotal</b>	
<b>Contracted</b>														
1														
2														
N														
													<b>Subtotal</b>	
													<b>Total</b>	

## Computerization of Transport Department, Puducherry

### TP 6 Work Schedule

**Important Note: The Tenderers are required to furnish the following information for Data Digitisation, Operations and Maintenance of all offices of the Transport Department, Government of Puducherry**

S. No	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

Duration of activities shall be indicated in the form of a bar chart.

The work schedule should reflect how and by when the tenderer expected to complete the assignment for each of the component and how this work plan maps to the resource schedule given earlier.

## Computerization of Transport Department, Puducherry

### TP 7 Technical Specifications/ Brands of the proposed equipments

\* Details of technical specifications

S No	Equipment / Item	Make and Model	Details of technical specifications	Number of equipments / items proposed including number of licences wherever the same is required
1.	Servers at the offices of RTO			
2.	Servers at the Unit offices			
3.	Client Desktop PCs			
4.	Dot Matrix Printer			
5.	Desk jet/ Ink jet printer			
6.	Fast Ethernet LAN Switch			
7.	DG set			
8.	UPS			
9.	Smart Card			
10.	Hand Held smart card Terminals			
11.	Smart Card Personalization Printer with Software			
12.	Smart Card Reader			
13.	RDBMS Software			
14.	Operating System – Server (STC, RTOs, etc.)			
15.	Operating System - Desktop			
16.	Networking accessories			
17.	AC			
18.	Safe / vault			
19.	Hologram master			

- The bidder shall propose all aforementioned equipments / items meeting the minimum technical specifications; however the bidder is free to propose equipments/ items that are over and above the specified minimum technical specifications
- Duly tagged product catalogues with technical specifications of the product should also be provided along with the certificate for association with the Original Equipment Manufacturer (OEM).

## Computerization of Transport Department, Puducherry

- It will be the responsibility of the successful bidder to supply the equipments / items as proposed in TP 7. Any slight deviation in the installed equipments / items from the proposed equipments / items would be termed as breach of Master Service Agreement

(Manufacturer's authorization letter)  
(This format must be kept in a separate sealed cover)

S.No.	Parameter description Specs	Compliance
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

### **TP8 Relevant Certification from National Informatics Center for compliance of Smart Card solution according to guidelines issued in this regard by the Ministry of Road Transport and Highways.**

Gazette notification No: 339 of Part II Sec 3(1) dated 10th August 2004/ Compliance certificate for latest notifications (see Annexure 9 of Vol 1 )

**FORM III**

**FINANCIAL PROPOSAL**

## 6 FORM III FINANCIAL PROPOSAL

Covering letter (on the Company letter head of the lead partner)

Date:

To

Transport Commissioner  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Dear Sir,

**Ref: RFP – For the Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services on a BUILD, OWN, OPERATE and TRANSFER (BOOT) basis for a period of five years.**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for the issuance of smart card based Permanent Driving Licences and Registration certificates of vehicles on Build Own and Operate basis for Union Territory of Puducherry for five years and to meet such requirements and provide such services as are set out in the Bid Document.

We attach hereby the Bid Commercial Response as required by the tender document, which constitutes our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and the Transport Department or its appointed representatives.



## Computerization of Transport Department, Puducherry

If our Bid is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a nationalized bank in India, acceptable to Transport Department, for a sum of Rs 2,50,00,000 (Rupees Two Crore fifty lakhs only), for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid Response for a period of SX (plus ONE) MONTHS from the date fixed for Bid opening and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, this Bid Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this the ..... Day of .....2010

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

.....

.....

(Name and address of Tendering Company)

Seal/Stamp of Tenderer

Witness signature:

.....

Witness name:

Witness address:

**Computerization of Transport Department, Puducherry**

Attachments: Board resolution delegating signing powers to authorized signatories for Bid Commercial Response

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... Secretary of the

(Name of tendering company)

And that

.....

(Name of the above company signatory/ signatories)

who signed the above Bid is/ are authorized to bind the corporation by authority of its governing body.

(Seal) .....

## Computerization of Transport Department, Puducherry

The Financial Bid should include the following form :

### FF 1 Financial Bid

To be calculated on the basis of the statistical data mentioned in Annexure 1 of Volume 1 of RFP.

Amount in Indian National Rupees

S. No	Transaction (Issue) including digitization(Scanning)	Cost to be paid by the Department for issuance of a single transaction
1	Permanent Driving Licence on SCOSTA compliant Smart Card.	
2	Registration Certificate of Vehicles on SCOSTA compliant smart card .	
3	Learners Licence / Conductor Licence on paper.	
4	Permits on paper.	
5	Permits issued at Check Post on paper .	
6	Other allied services for DL/RC/Permit such as Transfer of Ownership, Renewal, Change of address, Hypothecation addition /cancellation, etc,	
7	Existing documents scanning.	

## Computerization of Transport Department, Puducherry

### 7 COST ESTIMATION TEMPLATE

Please provide details of calculations used to arrive at the above rates as per the template specified below:

S. No.	Description	Qty. / No. Offered	Unit price	Total Cost
A	Equipment / Software details			
	PC			
1.	OSfor Desktop			
2.	Dot Matrix Printer			
3.	Structured Cabling including Racks			
4.	Switch			
5.	Vault / Safe			
6.	Inkjet/ DeskJet Printer / etc.,			
7.	UPS			
8.	Smart Card Printer including personalization software			
9.	Smart Card reader			
10.	Handheld Smart Card Reader			
11.	Diesel Generator			
12.	Hologram master			
	<b>Equipment Cost (A)</b>			

## Computerization of Transport Department, Puducherry

B	Data digitization	Unit Price	Total Cost
1.	Permanent Driving Licences (including pending applications for LL)		
2.	Registration Certificates of Vehicles		
3.	Permits		
Data Digitization Cost (B)			

S No.	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)
<b>C Manpower</b>							
1.	Union Territory (UT) level nodal officer						
2.	Technical resource/ Local Manager						
3.	Back Office / Data Entry Operator						
N							
<b>Total Manpower Cost for 5 years (C)</b>							

	Description	Qty. / No. Offered	Total Annual Cost (Year 1)	Total Annual Cost (Year 2)	Total Annual Cost (Year 3)	Total Annual Cost (Year 4)	Total Annual Cost (Year 5)

D	Facility Management						
1.	Utilities Management (electricity, telephone, etc.)	Per annum					

**Computerization of Transport Department, Puducherry**

2.	Security	Per annum					
3.							
N							
<b>Total Facility Management Cost for 5 years (D)</b>							
<b>E</b>	<b>Consumables</b>						
1.	Printers	For all printers collectively					
2.	UPS	For all UPS collectively					
3.	Generators	For all DG sets collectively					
4.	Back-up	For all types of media for all offices					
5.	Smart Cards	For all smart cards					
6.	Printer cartridge – Ink/ desk Jet						
7.	DMP – ribbon / ink cost						
8.	Smart card printer – dye / ink						
N							
<b>Total Consumables Cost (E)</b>							
<b>OC1</b>	<b>Other Category 1</b>						
<b>Total Other category 1</b>							
<b>OC2</b>	<b>Other Category 2</b>						
<b>Total Other category 2</b>							

## Computerization of Transport Department, Puducherry

<b>OC3</b>	<b>Other Category 3</b>					
	<b>Total Other category 3</b>					
	<b>Total Cost (TC) = A + B + C + D + E + OC1 + OC2 + .....+ OCn</b>					
	<b>Expected Return on Investment R% (over 5 years)</b>					
	<b>Total Price (TP) = TC*((100+R)/ 100)</b>					

**Note:**

1. Bidder must note that the cost calculation template lists the minimum line items with respect to the resources to be deployed. Bidder is required to add more line items based on scope of work and services to be delivered. More rows may be added to each category for this purpose. In case of non-availability of suitable category in the cost calculation template, the requisite categories may be added.
2. The bidder must do his own assessment (based on transaction load and SLA requirements) to arrive at optimum numbers/quantities for various line items in each category (the minimum quantities/numbers shall be as per Vol. I of RFP).

## 8 FORM IV: PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

To

Transport Commissioner, Puducherry  
Department of Transport, Puducherry  
100 Feet Road, O.K. Palayam, Puducherry-605004

Dear Sr,

**PERFORMANCE BANK GUARANTEE – – For the Supply, Installation, Application Development and Training of Hand Held Smart Card reading, writing and Communication Devices, Smart Card preparation, Document Scanning and Transport Customer Services on a Build, Own, Operate and Transfer (BOOT) basis for a period of five years**

WHEREAS

M/s. (name of Bidder/Tenderer), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (hereinafter, referred to as “Contract”) with you (Transport Commissioner, Puducherry) for Project **Computerization of Transport Department, Government of Puducherry** in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount Rs 2,50,00,000 INR (Rupees Two Crore fifty lakhs only), and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.



## Computerization of Transport Department, Puducherry

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of \*\*\*\*\*INR Crore (Rupees only) (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the Project from the date of signing of the contract. (Plus SIX months) or 'Transfer' + 6 months i.e. (date), subject to the terms and conditions in the said Contract

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project period (plus SIX months) or 'Transfer' + 6 months for the total solution as per the said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

## Computerization of Transport Department, Puducherry

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against the Transport Department; and
- (ii) Notice of acceptance hereof for any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) upto but not exceeding the amount aforesaid during the period from and including the date of issue of this guarantee throughout the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall neither be affected by any change in the constitution of our constituent nor shall it be affected by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure that the same shall benefit you and be available to you and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs. 2,50,00,000 INR (Rupees two Crore fifty lakhs only), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

## Computerization of Transport Department, Puducherry

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient/s of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear from enforcing for any indulgence or the like or in respect of any facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed Rs. 2,50,00,000 INR (Rupees two Crore fifty lakhs only), INR; This Performance Bank Guarantee shall be valid only upto the completion of the Project (plus SIX months) or 'Transfer' + 6 months; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date i.e. completion of the project period plus SIX months or 'Transfer' + 6 months for the proposed services to the Transport Department).

Any payment made hereunder shall be free and clear and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of justice in India for the purpose of any suit or action or other proceedings arising out of this

## Computerization of Transport Department, Puducherry

guarantee or the subject matter hereof brought by you may be enforced in or by such court.

Dated ..... this ..... day ..... 2009.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

## 8.1 Performance Security Form

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client Department]

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of vendor] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated \_\_\_\_ with you, for the supply of [description of goods and services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ( ) [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show the grounds for your demand of the sum specified therein.

This guarantee shall expire not later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_ [signature(s)]

## Computerization of Transport Department, Puducherry

1. \_\_\_\_\_ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ie.,) of the Contract or a freely convertible currency acceptable to the Client Department.
  
2. \_\_\_\_\_ Established in accordance with Clause 6.3.2 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 6.4.2 and 6.4.3 of the GCC intended to be secured by a partial performance guarantee. The Client Department should note that in the event of an extension of the time to perform the Contract, the Client Department would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client Department might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client Department’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## Computerization of Transport Department, Puducherry

### Check list for the bidder

S N o	Form to be submitted	Yes/ No / NA
	One original and three hard copies of pre-qualification, technical and financial proposals	
<b>A</b>	Pre-qualification proposal	
1	Cover letter on company's letter head duly signed, dated and stamped	
2	Checklist for pre-qualification proposal, duly signed	
3	EMD for the bid	
4	Other document for pre-qualification requirements along with the certificates in the attached format	
<b>B</b>	Technical Proposal	
1	Cover letter on company's letter head duly signed, dated and stamped	
2	<b>TP1</b> Tenderer's Organization and Experience	
3	<b>TP2</b> Description of the approach, methodology and work plan for performing the assignment	
4	<b>TP3</b> Team composition and Task Assignments	
5	<b>TP4</b> Curriculum Vitae for Proposed Professional staff	
6	<b>TP5</b> Staffing Schedule	
7	<b>TP6</b> Work Schedule	
8	<b>TP7</b> Technical specifications/ Brands of the proposed equipments	
9	<b>TP8</b> Relevant Certification from National Informatics Center for compliance of Smart Card solution according to guidelines issued in this regard by Ministry of Road Transport and Highways	
<b>C</b>	Financial Proposal	
1	<b>FF1: Cost Template</b>	
<b>D</b>	Earnest Money Deposit (EMD) enclosed	

## Computerization of Transport Department, Puducherry

<b>S N o</b>	<b>Form to be submitted</b>	<b>Yes/ No / NA</b>
<b>E</b>	In case of group bid a) Board Resolution b) Consortium agreement c) Detail of consortium with Roles and Responsibilities d) Self certification by (the lead partner's) company secretary e) Details of significant changes in bidder's management	
<b>F</b>	Affidavit	
<b>G</b>	Proforma for Performance Bank Guarantee (PBG)	
<b>H</b>	Is the proposal signed by the authorized signatory	
<b>I</b>	Power of attorney	