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INTRODUCTION

Scope of work

Scope of work is as per Vol-I

General Terms and Conditions

GENERAL INFORMATION, TERMS & CONDITIONS

Instruction to Bidder(s)

1. The following shall apply to bidder submitting the Bid after issuance of RFP:
 - a) The RFP is not transferable.
 - b) The Bidder may be A single entity or a group of entities (“**Consortium**”), coming together to implement the Project (Unincorporated Joint Venture) However, the number of members in the Consortium shall be restricted to a maximum of 2 (two).
 - The members of the Consortium shall nominate one members as the lead partner (the "**Lead Partner**") who shall have [of more than 51%stakes] in the Consortium. The Lead Partner shall be responsible for successful implementation of Project and shall be the front face of consortium.

The bid shall be signed by Lead Partner and shall be legally binding on other member of the Consortium.
 - c) Such nomination of the Lead Partner shall be supported by a power of attorney signed by legally authorized signatories of both the members of the Consortium.
 - d) The Bid should include a brief description of the roles, responsibilities and percentage of stake of each consortium member. A self-certificate to the effect signed by both the members of the Consortium must be submitted along with the bid. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of both the members of the Consortium and the entire execution of the master service agreement (the "**Contract**") as attached to this RFP /including payment, shall be done exclusively with the Lead Partner.
 - e) The Consortium shall meet the entire pre-qualification criterion as specified in this RFP. The composition or constitution of the Consortium **shall not** be altered after Bid submission and during the term of contract.
 - f) An individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification;
2. Bidders shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall demand during bid process management.
3. All the Bidders shall treat the content of this document as private and confidential.

One Proposal per bidder

No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case maybe.

Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of their Bids and their participation in the bidding process. The Transport Department will be in no case be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

Site Visit

1. Bidders are encouraged to submit their respective Bids after visiting the RTA Mohali / RTA Patiala, SDM Fatehgarh Sahib and their automated driving test tracks in order to study the existing scenario of the Transport Department and understand its requirements, at his own/personal expenses. For all such visits, the Bidder shall seek the permission from the Transport Department at least two days before conducting any such visit.
2. Transport Department would be willing to provide demo of the software to the Bidders on request from Bidders. Provided that the representatives such shall be physically present at the time of the demo of the software.
3. Demo of Sarathi 4.0 and Vahan 4.0 will be given in the first pre bid meeting.
4. It shall be deemed that by *submitting a Bid, the Bidder has:*
 - (a) Made a complete and careful examination of the *bidding documents*;
 - (b) *Received all* relevant information requested from the Transport Department;
 - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Transport Department relating to any of the matters referred to in paragraph 1 of the 'Site Visit' section above;
 - (d) Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
 - (e) Acknowledged and agreed the inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any of the matters referred to in paragraph 1 of the 'Site Visit' section here in above shall not be a basis of any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Transport Department or a ground for termination of the Contract by the Bidder;
 - (f) Acknowledged that it does not have a conflict of interest; and
 - (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
5. The Transport Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP or the bidding process, including any error or mistake therein or in any information or data given by the Transport Department.

Clarification of RFP Documents

1. Any Bidder requiring any clarification of the RFP may notify the Transport Department in writing by speed post/ courier and by email so as to reach the officer designated hereunder at the following address:

Project Manager,
Office of State Transport Commissioner, Punjab
SCO No.177-78
Sector-17, Chandigarh-160017
Phone: 0172 2706943,2771183
Email: rfptranspb@gmail.com

2. The Bidders should send in their queries on or before the date mentioned in the schedule of bidding process. The Transport Department shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. Transport Department may prepare and upload the responses on the website (www.punjabtransport.org) or via email replies in a consolidated manner. A pre-bid meeting to discuss the pre-bid queries is planned as per the date mentioned in Data Sheet in RFP Volume - I. The Transport Department will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
3. The Transport Department shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Transport Department reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this paragraph shall be taken or read as compelling or requiring the Transport Department to respond to any question or to provide any clarification.
4. The Transport Department may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Transport Department shall be deemed to be part of the bidding documents. Verbal clarifications and information given by the Transport Department or its employees or representatives shall not in any way or manner be binding on the Transport Department.

Amendment of RFP Documents

At any time prior to the deadline for submission of bids, the Transport department may amend the RFP documents by issuing suitable corrigendum.

Any corrigendum thus issued shall be part of the RFP document, and shall be uploaded on the website (www.punjabtransport.org) or be emailed to all the Bidders buying the RFP from the department. Bidders are advised to check the website regularly and no claim will be entertained on non-receipt or unawareness of the corrigendum.

To give the bidders reasonable time in which to take a corrigendum into account in preparing their proposals, the Transport department may extend if necessary, the deadline for submission of Bid.

PREPARATION AND SUBMISSION OF BID

Areas of Operation

The RFP document has been published for the entire state of Punjab including 11 RTAs, 79 SDMs , 32 ADTTs and 1STC office.

Contract Time Period

The overall time period for the Project is 5 years from the Date of take over of Project. After completion of 5 years, fresh tender shall be floated. The time period of the existing agreement may be extended upto one year or selection of the new service provider and take over of the Project, whichever is earlier. However, no further extension will be granted beyond one year. The process of new tender is expected to be completed before completion of 5 years.

In extraordinary situation which may disrupt the delivery of services to people or revenue loss to government, government reserves right to extend further period for one more year.

The Service Provider shall provide the required IT Infrastructure required for the project during the currency of the project which is five years from the take over date.

The Service Provider shall take back the IT Infrastructure installed at the end of the currency period of the project. However, the fixed infrastructure like cabins, counter hardware etc shall not be taken back by the Service Provider.

Language of Proposal

The Bid and all correspondence and documents related to the Bid exchanged between the Bidder and the Transport department shall be in English language only. However, the supporting documents and printed literature furnished by the Bidder be in vernacular or any other language provided that such documents in vernacular or any other language are accompanied by certified translation to English language.

Documents Comprising the Bid

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

- (a) Technical Bid including all the technical forms duly filled in along with all attachments/schedules duly completed and duly signed by the authorized signatory of the Bidder/ Lead Partner of the Consortium.
- (b) The Bidder's Financial e-Bid.
- (c) Any other information sought by the Transport Department from the Bidders relevant to this bidding process during the course of bidding.

Currencies of Proposal and Payment

The currency of the proposal and the payments shall be in Indian Rupees (INR).

Proposal Validity

The Bids shall be valid for a period of "six months" from the date of submission of the Bid. The validity of the Bids may be extended by mutual consent of the respective Bidders and the Transport Department. The request and the responses thereto shall be made in writing (by fax or email or courier).

Earnest Money Deposit - EMD

The Bidder shall furnish, as part of its Bid, a refundable EMD comprising of demand draft issued by nationalized/scheduled bank of INR 1,00,000 (Indian Rupees One lakh only) in favor of "Deputy Controller (F&A), o/o State Transport Commissioner, Punjab" payable at Chandigarh. The validity of demand draft shall not be less than 80 days from the Bid Due Date and shall be extended such that the EMD remains valid till such time as required under the provisions of this RFP. The Transport Department shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

The Bid will be summarily rejected by the Transport Department if the EMD is not submitted along with the Bid.

Unsuccessful Bidder's EMD will be returned by the Transport Department, without any interest, as promptly more possible but no later than 60 days after the acceptance of Bid of the successful Bidder or when the bidding process is cancelled by the Transport Department. The successful Bidder's EMD will be returned, without any interest, upon the successful Bidder signing the Contract.

The Transport Department shall be entitled to forfeit and appropriate the EMD as damages *inter alia* in any of the events specified herein below. The Bidder by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Transport Department will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity as specified in this RFP. No relaxation of any kind on submission of EMD shall be given to the Bidder. The EMD may be forfeited as damages without prejudice to any other right or remedy that may be available to the Transport Department under the bidding documents and/or under the Contract, or otherwise, if:

- a) A Bidder submits a non-responsive Bid;
- b) A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- c) If a Bidder withdraws its Bid, after submission to the Transport department, during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Transport Department; or
- d) the successful Bidder, fails within the specified time limit to:
 - i) Sign and return the duplicate copy of the LOA;
 - ii) Sign the Contract, or
 - iii) Furnish the required Performance Bank Guarantee within the period prescribed there for.
- e) The successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Bank Guarantee.

Tender Document Fees

The bidders will be able to buy the RFP from the office of STC (Project Manager) on any working day between 10 AM to 5 PM by submitting a demand draft of value INR 25000/- (INR Twenty Five Thousand only) drawn from a nationalized/scheduled bank in the favor of "Deputy Controller (F&A), o/o State Transport Commissioner, Punjab" payable at Chandigarh. The RFP may also be downloaded from the website (<https://eproc.punjab.gov.in/>) In case the tender document is downloaded from the website mentioned herein, at tender document fee Rs.25000/- (Twenty Five Thousand only) in the form of demand draft drawn from a nationalized/scheduled bank in the favor of "Deputy Controller (F&A), o/o State Transport Commissioner, Punjab" payable at Chandigarh, shall be submitted at the time of submission of Bid.

For the avoidance of doubt it is clarified that a Bidder has to draw 2 (two) separate demand drafts of having value of Rs.25000/- (twenty five thousand only) as tender document fee and Rs.100000/- (One Lakh only) as EMD separately for participation in the bidding process.

RFP Discussions and Pre-Bid Conference

The Bidders' designated representatives (a maximum of 2 representatives of each Bidder) shall be allowed to participate in the pre-bid conference(s) at their own cost, which will take place at a venue and time as fixed by the Transport Department, indicated in the "Data Sheet" of RFP Vol.-I. The purpose of pre-bid conference will be to clarify issues and to answer questions on any matter that may be raised at that stage by the Bidders. The Bidders are requested to submit only relevant questions in writing (fax or email or courier) to reach the Transport Department not later than the date for submission of queries stated in the Data Sheet of RFP Vol.-1.

During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Transport Department. The Transport Department shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

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 a suitable corrigendum.

Non-attendance at the pre-bid conference will not be a cause for disqualification of Bidders but, separate queries from such absentee Bidders will not be entertained at any later stage.

Guidelines for Filling Financial e-Bid

1. Rates should be given in Indian rupees and should not exceed two places of decimals, in case fraction of rupees is being quoted as value of 'x'.
2. Details shall be provided strictly as per the Online Template.
3. Rates should be given for the whole state of Punjab and not for separate sites.

SUBMISSION OF PROPOSALS & QUALIFICATIONS

Conflict of Interest

The Bidder shall not have a conflict of interest that affects the bidding process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the Transport Department shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case maybe, as mutually agreed genuine pre-estimate of loss and damage likely to be suffered and incurred by the Transport Department and not by way of penalty for, *inter alia*, the time, cost and effort of the Transport Department, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Transport Department under the bidding documents and/ or the Contract or otherwise. The Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Transport Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

Limits on Promotion

The Bidder agrees to make no reference to Transport Department or this procurement or resulting contract in any literature, promotional material, brochures, sale, presentation or the like, without express prior written consent of Transport Department. The Bidder shall not indulge into 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 Transport Department.

OPENING AND EVALUATION

Evaluation Committee

The evaluation committees as constituted by the Transport Department shall evaluate technical and financial proposals.

Proposal Opening and evaluation

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

1. Technical evaluation:
 - (i) In this stage of the evaluation, evaluation committee will examine the information supplied by the Bidders as a part of their proposals and shall evaluate the same as per the technical evaluation criteria specified in this RFP. The evaluation committee will open the technical proposals of the Bidders, in the presence of Bidders' designated representatives at the time, date, and location, as intimated by the committee. The

Bidders' representatives who are present shall sign a register evidencing their attendance.

- (ii) The Transport Department will reserve the right to reject any conditional proposals or proposals submitted with deviations from the scope of work and the terms & conditions.
- (iii) The Bid may be rejected at any stage of the evaluation if it is found that the Bidder:
 - has provided misleading information,
 - has been banned / blacklisted by a central or state government,
 - has indulged in any malpractice/ unethical practice, and
 - Has not honored contractual obligation elsewhere.
- (iv) The participants will be required to make presentation to the evaluation committee on technical and operational aspects of the Bid.
- (v) After the technical evaluation is completed and approved by the evaluation committee, the Transport Department shall inform the Bidders qualifying the technical round. The financial proposals of all such technically qualified Bidders will be opened by the evaluation committee on such date, time and location communicated to all the technically qualified Bidders.

Evaluation committee shall have no access to the financial proposals until the technical evaluation is completed.

2. Financial Evaluation:

The evaluation committee will then proceed to open and evaluate the financial proposal of the technically qualified Bidders. The financial evaluation will take into account the information supplied by the technically qualified Bidders in the financial proposal.

- (i) Financial Bids with any material deviations will be rejected. In this regard, a material deviation has been defined as "a deviation which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the RFP, Transport Department's rights or the Bidder's obligations for, implementation of the Project and the rectification of which deviation would affect unfairly the competitive position of other bidders presenting substantially responsive bids".
- (ii) Evaluation committee may waive any minor informality or non-conformity or irregularity in a proposal, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- (iii) All the results will be subject to approval of the Principal Secretary/Secretary to Govt. of Punjab Department of Transport

Confidentiality of Process

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of the Project shall not be disclosed to Bidders or any other persons not officially concerned with such process or is not a professional advisor advising the Transport Department in relation to, or matters arising out of, or concerning the bidding process, until the award to the successful Bidder has been announced. The Transport Department will treat all information, submitted as part of the Bid, in confidence and will require all those who have access

to such material to treat the same in confidence. The Transport Department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Transport Department or as may be required by law or in connection with any legal process.

Clarification on Proposals

To facilitate the examination, evaluations and comparison of proposals, the evaluation committee can ask any Bidder for clarifications on its Bid. The request for clarification and the response shall be in writing (by fax or email or courier), but no change in the price or substance of the Bid shall be sought, offered, or permitted by the evaluation committee.

Correction of Errors

Bidders are advised to exercise greatest care in inserting and quoting the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the submission of Bid. All corrections, if any, should be initialed by the person signing the Bid 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 prevail.
- 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 evaluation committee, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total shall prevail.
- 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" shall prevail.
- The amount stated in the proposal 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 prevail.

Contacting Department

From the time the Bids are opened to the time the contract is awarded, the Bidders should not contact the officials on any matter related to its technical and/or financial proposal. Any effort by the Bidders to influence the officials in the examination, evaluation, ranking of proposals, and recommendation for award of the Project may result in the rejection of such Bidder's Bid.

Technical Evaluation

The evaluation committee shall evaluate the technical proposals on the basis of the technical evaluation criteria provided in this volume of the RFP.

Technical Evaluation Criteria - Compliance matrix

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

S. No.	Components of technical proposal	Formats given in the Annexure mentioned below (Bidders shall use Alphabetical Numbering Of the Documents as given below)	Description
1	Covering letter : An undertaking by the authorized signatory of the Bidder/ Consortium.	Annexure A	Mandatory
2	Tender document fee in the form of demand draft of worth Rs.25000/- Note: While submitting the tender online, vendor should select the button "Yes" for taking the exemption for tender fee (as fee is being paid in the form of demand draft physically to department) and attach the scanned copy of demand draft online.	NA	Mandatory
3	EMD worth of Rs.100000/- in the form of demand draft. Note: While submitting the tender online, vendor should select the button "Yes" for taking the exemption for EMD fee (as fee is being paid in the form of demand draft physically to department) and attach the scanned copy of demand draft online.	NA	Mandatory
4	Power of attorney: It shall be in the name of the person authorized to sign the bid In case Consortium the power of attorney shall be - signed by legally authorized signatories of both the partners authorizing lead partner's personnel as the person authorized to sign the bid.	Annexure B	Mandatory
5	The consortium shall submit the role, responsibilities & percentage of stake of consortium member. The consortium agreement must be submitted along with the bid. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of both the partners of the consortium and the entire execution of the contract/including payment, shall be done exclusively with the lead partner	Annexure C A self certificate to the effect signed by both the partners must be submitted along with the bid.	Mandatory for consortium only
6	Self certification signed by the company secretary of the lead partner mentioning the stakes of each partner of the consortium. The lead partner must have 51% or more stakes in the consortium and shall be responsible for successful implementation of project.	Annexure D Self Certification signed by the company secretary of the Lead Partner is to be attached.	Mandatory For consortium only

7	The bidder / lead partner of consortium quoting must be an established IT company registered under the Indian Companies Act or LLP act engaged in the IT related activities/services for at least last five years. In case of consortium the incorporation certificate for other partner shall also be attached as a part of proposal.	Annexure E Self Attested Copy of the Certificate to be attached	Mandatory for all participants
8	Self attested copy of Permanent Account Number (PAN) of the bidder / each consortium member shall be submitted.	Annexure F Self Attested Copy to be attached	Mandatory for all participants.
9	The bidder / lead partner in case of consortium must have minimum annual turnover of Rs. 60Crores for each of the last three financial years. Audited balance sheets and Profit & Loss account statements for, the last three financial years shall be submitted. Statutory auditor's certificate confirming the figures shall also be submitted.	Annexure G	Mandatory for all participants.
10	The bidder / lead partner in case of consortium should have positive net worth(measured as paid-up capital plus free reserves) of at least INR 6 Crores for the financial year(2017-18) Statutory Auditor's certificate to that effect must be submitted. In case of Consortium, the other partner should also have positive net worth.	Annexure H Certificate from a statutory Auditor to be attached	Mandatory for all participants
11	The bidder / both the consortium partners shall be in net profit in the last financial year. The statutory auditor's certificate for the same effect shall be attached	Annexure I Statutory Auditor's Certified Copy of the Balance sheet to be attached	Mandatory for all participants
12	The bidder/ lead partner in case of consortium should have minimum 100 IT professional employees (engineers, MBAs, technical support, management) on its payrolls as on 31st March 2018 . A self certificate to the effect signed by the HR head of the bidder / lead partner in case of consortium must be submitted.	Annexure J	Mandatory for all participants
13	The bidder/ lead partner in case of consortium must have experience of at least 2 IT projects ¹ with a State Government / Central Government/PSUs worth at least INR 6 Crores each in last 3 years involving delivery of services from multi-location (minimum 10 locations - in 1 single order)in India. Bidders shall submit job completion certificate issued by the government.	Annexure K	Mandatory for all participants
14	The bidder/ lead partner in case of consortium must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 and SEI CMM level 3 or above certification from an internationally recognized and reputed agency. A self attested copy of the relevant certificates must be attached ¹ .	Annexure L Self Certified copy of the certificate to be attached	Mandatory for all participants.

15	The bidder / any consortium partner should have issued at least 12 lakh SCOSTA Smart cards in a year (non GSM/non CDMA and any memory) along with personalization in single smart card project with the State/Central Government/PSUs in any of the last 3 years in India. Smartcards work done by bidder may be 12 lakh cards in 1 project or (6lakh +6lac) in 2 Projects or (4 lac+4 lac+ 4 lac) cards in 3 projects.	Annexure M Completion certificate for issuance on the letterhead of the competent client authorities of 12 lakh cards shall be attached	Mandatory for all participants.
16	The bidder / any consortium partner must have a valid SCOSTA certificate as on date of submission of bid for the Smart cards required under the project.	Annexure N	Mandatory for all participants
17	Certificate for existence or absence of Conflict of Interest with the Transport Department.	Annexure O	Mandatory for all participants
18	The bidder or any partner of the consortium shall not be under a declaration of ineligibility/banned/black listed by any state or central government in India for corrupt or fraudulent practices as on date of submission of bid. Self certification by the authorized signatory of the bidder/ consortium be attached	Annexure P	Mandatory for all participants
19	No deviation certificate: Self certification by the authorized signatory of the bidder/lead partner of the consortium to provide hardware specification(Annexure D Vol-1) of the smart card, consumables(Annexure G Vol-1) and required uninterrupted supply of the consumables and other infrastructure and ACs(Annexure E Vol-1) and MIS reports(Annexure G Vol-1)	Annexure Q	Mandatory for all participants.
20	Declaration for opening of office in Punjab or Chandigarh on selection as Service Provider: The agency/company must open an office in Punjab or Chandigarh in case the bidder is selected as Service Provider. A self certificate to the effect must be submitted. In case this certificate in not provided then the bid will be considered invalid.	Annexure R	Mandatory for all participants

21	Hard copy and soft copy of presentation to be submitted along with the bid submission.	Annexure S There is no specific format for the presentation to be given by the bidder. However, the presentation would be evaluated on the parameters like Bidder's understanding of the requirements mentioned in the RFP, project plan & implementation roadmap and commitment to deploy qualified/skill manpower and standard IT infrastructure to match the project requirements.	Mandatory for all participants
22	Performa For PERFORMANCE BANK GUARANTEE (PBG)	Annexure T	Mandatory for all participants
23	Cost Template	Annexure AB(Format is given in the page no.52)	Mandatory for all participants

The scope of the Project may include deployment / development/customization of application software, networking, system integration and providing O&M support. The scope of the Project should not include hardware supply. Completion certificate shall be submitted as a part of proposal. The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided.

In case of Consortium, the other partner shall also possess a valid ISO 9001:2008 certificate as on date of submission of proposal. A self-attested copy of the relevant certificate must be attached. In case the certificate is due for renewal, the Bidder/Consortium should ensure that the renewed certificate is made available at the time of signing of Contract. In case the same is not provided, the Transport Department may consider the award of the Project to the L2 bidder.

Technical Evaluation Criteria

S.No.	Description	Mark
1.	<p>Experience of the bidder in implementing Smart card based projects for State or Central Govt. whereby at least 12 lakh smart cards in an year have been issued in any of the last 3 years in India.</p> <ul style="list-style-type: none"> • 1200000-1400000 smart cards- 3 marks • 1400001 - 1600000 smart card-4 marks • Above 1600000- 5 marks <p>Note: Marks counted will be as per number of cards issued in one particular year in any of the last 3 years and if the bidder has done multiple projects in an year, the number of cards issued in all projects in a single year shall be considered after summation.</p>	05
2.	<p>Experience of handling 2 projects worth INR 6 crores each involving, networking, connectivity, system integration etc. for Central / State Governments / PSUs (exclusion of hardware supply projects)</p> <ul style="list-style-type: none"> • INR 6 crore -3 marks • INR above 6 crore to 10 crore- 4 marks • INR above 10 crore – 5 marks 	05
3	<p>Experience of handling project implemented at Multiple locations (at least 10 locations in a single work order)</p> <ul style="list-style-type: none"> • 10 locations- 3 marks 	05

	<ul style="list-style-type: none"> • 11 to 30 Locations- 4 marks • 31 locations and above- 5 marks 	
4	Turnover of the company <ul style="list-style-type: none"> • More than INR 60 Crores – 3 marks • Above 60 crore to 100 crore - 4 marks • Above 100 crore- 5 marks 	05
5.	Technical Presentation- to be evaluated by the evaluation committee on the basis of the: <ul style="list-style-type: none"> • approach proposed by the bidder for delivering the project, and • Solution proposed for each component of the project as well as for the project in whole. Minimum marks given should not be less than 3 marks.	05

- Total Bid Marks: 25, Eligibility:15 (60% score for qualifying the technical bid)
- Bidder shall not mortgage/lease any infrastructure supplied during the project.
- All the evaluations / calculations will be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.
- Bidders scoring 15 marks (60%) or above marks will only be considered for the opening of financial bids.

Statistical Data for Reference of Bidder:

Sr.no	Year	Driving License	Registration Certificate	Learner License	Permit	TSR/V CR	Fitness	Scan of DL	Scan of RC	Scan of Permit	Scan of LL
1	2012-13	771879	877985	694238	46324	2037	68188	150282	194323	785	20005
2	2013-14	901811	1016853	607995	69514	4364	78377	708038	1009332	21754	257761
3	2014-15	859131	1103938	537386	48147	7274	88065	674758	1104773	29532	181006
4	2015-16	882958	1150759	584357	62881	7564	97850	740940	1150753	34939	298754
5	2016-17	685082	1130958	376066	82764	7856	103000	593114	1126947	47326	242904
6	2017-18	1048492	1199032	219399	78647	7162	118450	579733	1200555	38456	168087
	Total	5149353	6479525	3019441	388277	36257	553930	3446865	5786683	172792	1168517

Financial bid

Bidder has to quote only single figure in the e- Tender. Payments will be made as per table below:
If 'x' is the quoted figure payments for various services shall be as below:

Financial Bid For Quoting Price ('x' value)		
Sr.no	Particulars	The Factor mentioned below cannot be changed by the bidder and amount is to be quoted for 'x' Only in INR. 'x' has to be one constant value
1	Learner's License	1x
2	Driving License (DL)	4x
3	Registration Certificate (RC)	4x
4	Permit	1x

5	TSR (three seater auto rickshaw) /VCR (vehicle check report)	1x
6	Fitness	1x

For example:

If the lowest/successful bid is Rs 10, payment will be made as below:

Sr.No.		Bidder1 (x=10)
1.	Learner's License	10
2	Driving License (DL)	40
3	Registration Certificate (RC)	40
4	Permit	10
5	TSR/ VCR	10
6	Fitness	10

ONLINE SUBMISSION OF BID E-TENDERING

E-Tendering process shall be followed for submission and processing of the tender through this RFP. The softcopies of the RFP may be downloaded from the following link:

<https://eproc.punjab.gov.in>

The online bids shall be submitted on the above E-Tendering portal of Punjab government.

Note: Price bid excel sheet is attached in the tender document supporting zip file. Vendor has to download and extract the zip file then fill the details. This excel file should be uploaded in the same format (do not rename it).

The tender processing fee for this RFP shall be charged online.

Address of STC office

Office of the State Transport Commissioner, Punjab, SCO-No 177-178,

Sector 17 C, Chandigarh 160017 Telephone Nos.:- 0172-2771183, 2771173

Any proposals sent via email or fax will not be accepted by the Transport Department and will be summarily rejected. The Bidders also need to ensure that the technical or pre-qualification proposals shall not contain any financial- information related to this Project. Any such Bids will be summarily rejected by the Transport Department.

Use & Release of Bidders submissions

Transport Department is not liable for any cost incurred by the Bidder in the preparation and production of the Bid, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of Contract. All materials submitted by the Bidder during the Bid process management will become the property of the Transport Department and may be returned at his sole discretion. The content of each Bidder's Bid will be held in strict confidence during the evaluation process, and details of the Bids will not be discussed outside the evaluation process.

Late Proposals

Any proposal received by the Transport Department after the deadline for submission of proposals prescribed in Date Sheet of RFP Vol-I or as modified by issuance of suitable corrigendum, will not be accepted by the Transport Department and shall be summarily rejected. Such Bids will be returned unopened to the Bidder.

Disqualification

The Bid is liable to be disqualified if:

- The Bid is not submitted in accordance with this RFP or any corrigendum issued with reference to this RFP.
- The Bidder qualifies the bid with some deviations or on his own conditions.
- Bid received in incomplete form or not accompanied by suitable EMD of Tender fee (if applicable).
- Bid received after due date and time.
- Bid not accompanied with all requisite documents.
- Bidder proposes to sub-contract any part of the Project except the housekeeping.
- Bidder fails to enter into a Contract within 30 working days of the date of letter of award or with such extended period, as may be specified by the Transport Department. The selected Bidder will not be accountable of any delays on part of Transport Department.

Bidders may specifically note that while processing the bid documents, if it comes to Transport Department's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/holding up the processing of Bids then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two (2) years from participation in any of the tenders floated by Transport Department, Punjab. It is also clarified that if a need may arise, the Transport Department would go in for appointment of third party(s) to undertake the work under the captioned RFP.

Selection of Bidder

After evaluation of all the Bids by the evaluation committee, the Bidder whose financial quote is the lowest (L1) as per the calculation envisaged in the RFP shall be the successful Bidder.

In case more than one Bidder quoted same 'x' value, which is lowest (L1), then marks secured in technical qualification by the L1 Bidders will be compared and the Bidder scoring highest marks among them shall be declared as successful Bidder.

For example:

Sr.No.	Bidder Name	Technical Evaluation marks	Financial Bid 'x' value quoted		
1.	A	17	10	L1	
2	B	16	12	L3	
3	C	18	10	L1	
4	D	15	13	L4	
5	E	19	10	L1	Successful bidder
6	F	20	11	L2	

Case of consortium as successful bidder

The Lead Partner in case of Consortium shall be solely responsible and answerable to Transport Department for the implementation of the Project

Notification of Award

The notification of award of contract will be communicated in writing (fax or email or courier) to the successful Bidder by issuance of a letter of award ("LoA"). Any change in contract details, should therefore be promptly notified to the Transport Department Government of Punjab.

Signing of Contract

The Bidder shall be required to enter into a contract agreement in the form provided in the RFP volume-3) with the Transport Department, within thirty (30) days of the receipt of LoA or within such extended period, as may be specified by the Transport Department.

This Contract shall be on the basis of this RFP and any corrigendum released during the Bid process, the proposal of the successful Bidder, the letter of intent and such other terms and conditions as may be determined to be necessary for the due performance of the work, as envisaged herein and in accordance with the proposal and the acceptance thereof.

Right to terminate the Bid process

The Transport Department may terminate the RFP process at any time and without assigning any reason. The Transport Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

This RFP is not an agreement and is neither an offer nor invitation by the Transport Department to the prospective Bidders or any other person. This RFP does not constitute a commitment to conduct procurement, or an offer of a contract or prospective contract. The Transport Department shall not be liable for any costs incurred by any potential Bidder in the preparation and submission of information in response to this RFP.

GENERAL INFORMATION, TERMS & CONDITIONS (SUCCESSFUL BIDDERS)

Performance Bank Guarantee (PBG)

1. The successful Bidder shall at his own expense deposit with Transport Department, within thirty (30) working days of the date of LoA or prior to signing of the Contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee ("**PBG**") from a nationalized bank acceptable to Transport Department, payable on demand, for the due performance and fulfillment of the Contract by the successful Bidder. The format of the Performance Bank Guarantee will be as given in Annexure-T.
2. The PBG shall be denominated in the Indian currency i.e. Indian Rupees and shall be provided in the form of a bank guarantee.
3. This PBG will be for an amount of Rs. 5 Crores (Indian Rupees Five Crores only). All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful Bidder.
4. The PBG shall be valid till the end of six months from the date of "Transfer" (Six months after Transfer) i.e. 6 years from date of signing of contract. Subject to the terms and conditions in the PBG, at the end of above stated period, the PBG will lapse automatically.
5. No interest shall be payable by the Transport Department on the PBG.
6. In the event of the successful Bidder being unable to implement the Contract for whatsoever reason, Transport Department shall be entitled to revoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Transport Department under the Contract in the matter,

the proceeds of the PBG shall be payable to Transport Department in case of successful Bidder's failure to complete its obligations under the Contract.

7. The Transport Department shall also be entitled to make recoveries from the successful Bidder's bills, PBG, 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.

Use of Contract Document and Information

The successful bidder shall not, without prior written consent from 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 successful bidder 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 successful Bidder shall not, without prior, written consent of Transport Department, make use of any document or information made available for the project, except for purposes of performing the contract.

All project related documents issued by Transport Department, other than the contract itself, shall remain the property of the Transport Department and shall be returned (in all copies) to STC, Punjab on completion of the successful Bidder's performance under the contract if so required by the Transport Department.

Liquidated Damages

In the event successful Bidder fails to provide the services in accordance with the service levels & standards, the successful Bidder shall be liable to pay damages and/or penalties as per the terms and conditions of the Contract.

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.

FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issuance of LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the Contract, the Transport Department may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Transport Department shall be entitled to forfeit and appropriate the

EMD or PBG, as the case maybe, available to the Transport Department under the bidding documents and/or the Contract or otherwise.

GOVERNING LAW AND JURISDICTION

The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have the exclusive jurisdiction over all the disputes arising under, pursuant to and/ or in connection with the bidding process.

ANNEXURE- A: COVERING LETTER FOR TECHNICAL BID PROPOSAL

Dated:

To

State Transport Commissioner, Punjab

Department of Transport, Punjab

Sector-17-C, SCO 177-178-179,

Chandigarh

Dear Sir,

Ref: Proposal for the Selection of Service Provider for PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018), on a PPP basis for a period of five years.

Having examined the RFP document, we, the undersigned, offer to execute the turnkey project on PPP basis for the computerization of the Transport Department including issue of smart card based driving licenses and registration certificates, providing other citizen services and managing other functions of the Transport Department in the State of Punjab for a period of 5 years and offer services as required and outlined in the RFP. The details sought by the Transport Department to evaluate the bidder's technical skill base and financial capacity to implement the project are provided. As it is required the details as per the checklist specified in the RFP have been provided in the formats specified in the RFP. The details specified in the formats are substantiated with supporting documents as required.

We accept that:

- i. The Transport Department, Punjab reserves the right to check the veracity of the documents and the Department's decision shall be final in this regard.
- ii. The Transport Department reserves the right to reject any or all bids without assigning any reason.

We also solemnly affirm the veracity of documents submitted as a part of technical bid and financial e-bid.

Sincerely yours

(Signature) (In the capacity of)

Duly authorized to sign the response for and on behalf of

(Name and Address of Company) See/Stamp of bidder/Lead Partner of Consortium

ANNEXURE-B: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(To be submitted on non-judicial stamp paper)

Know all by theses presents, we, _____, a company incorporated and registered under the Companies Act, 1956/2013, having its registered office at _____, do hereby constitute, nominate, appoint and authorize Mr. _____, S/o _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereafter referred to as "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for selection of Service Provider for introduction of e Governance in the Transport Department (Non Commercial Wing), Punjab on a PPP basis for a period of five years including but not limited to signing and submission of all applications, bids and other documents and writings and providing information/Reponses, representing us in all matters, signing and execution of all contracts including the Agreement and Undertakings consequent to acceptance of our bid, and generally dealing in the all the matters in connection with or relating to or arising out of our bid for the said Project.

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

This Power of Attorney shall remain in force until the said Attorney remains in the employment with the Company or the revocation of this Power of Attorney, whichever is earlier.

I _____ by virtue of Power of Attorney dated _____ issued in my favor by the Company for delegation of authority hereby authorize _____ for the above mentioned tasks.

For _____

A.B.C

Witness

- 1.
- 2

ANNEXURE C: Role, responsibilities & percentage of stake of consortium partner.

The consortium shall submit the role, responsibilities & percentage of stake of consortium partner. The consortium agreement must be submitted along with the bid.

The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of both the partners of the consortium and the entire execution of the contract/including payment, shall be done exclusively with the lead partner.

ANNEXURE D: Self certification signed by the company secretary.

Self certification signed by the company secretary of the lead partner mentioning the stakes of each partner of the consortium. The lead partner must have 51% or more stakes in the consortium and shall be responsible for successful implementation of project.

ANNEXURE E: Incorporation Certificate.

The bidder/lead partner of consortium quoting must be an established IT company registered under the Indian Companies Act or LLP act engaged in the IT related activities/services for at least last five years. In case of consortium the incorporation certificate for other partner shall also be attached as a part of proposal.

ANNEXURE F: Copy of PAN

Self attested copy of Permanent Account Number (PAN) of the bidder / each consortium member shall be submitted.

ANNEXURE-G: PROOF OF ANNUAL TURNOVER OF SIXTY CRORE (INR)

Bidder has to attach proof of annual turnover of sixty crore (INR) for last each of three financial years.

Performa

This is to certify that I have verified the Books of Accounts and relevant documents of Having its registered office at

.....,

The company has achieved the following turnover from the activity as per Books of Accounts produced to me for verification:

Sr.No.	Financial Year	Amount(INR)
1	2015-16	
2	2016-17	
3	2017-18	

(A certified copy of the balance sheets to be attached)

For

(.....)

Ca

Membership No:

Chartered Accountant

Place:

Dated:

ANNEXURE H: Networth Certificate.

The bidder / lead partner in case of consortium should have positive net worth (measured as paid-up capital plus free reserves) of at least INR 6 Crores for the financial year(2017-18) Statutory Auditor's certificate to that effect must be submitted .In case of Consortium, the other partner should also have positive net worth.

ANNEXURE I: Net Profit Certificate.

The bidder/both the consortium partners shall be in net profit in the last financial year. The statutory auditor's certificate for the same effect shall be attached.

ANNEXURE-J: IT PROFESSIONAL EMPLOYEES

(On Company's /Lead bidder's Letterhead)

To,

State Transport Commissioner, Punjab,

Department of Transport, Punjab,

Sector-17-C, SCO 177-178-179,

Chandigarh.

Ref: RFP for the PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT
PUNJAB (2018), on a PPP basis for a period of five years.

Dear Sir,

This is to certify that M/s. _____ (Bidder/Lead Partner of consortium) has _____ (no.) of IT professional employees (engineers, MBAs, technical support, management) on its payrolls as on 31st March 2018)

Yours faithfully,

Signature with company seal

Name:

Date:

Designation: Company Secretary

Location:

(Note:- A certified copy of the payrolls mentioning the vital details of the employees is required to be attached with this letter)

ANNEXURE –K: BIDDER'S PROJECT EXPERIENCE

(Using the format below provide information on each Project for which your organization, and each associate for this Project, was legally contracted either individually as a single bidder or as one of the lead partner within an association for carrying out services similar to the ones requested for this Project).

Name of the project(s) undertaken:	Approx. value for the contract (in current rupees)
Country: Location within country	Duration of project(months)
Name of the Client/Authority for whom the project(s) was undertaken	Total no. of staff months of the project
Address and contact of Client/ Authority for whom the project(s) was undertaken	Approx. value for 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	

ANNEXURE L: Quality Certification ISO 9001:2008 and SEI CMM level 3 or above certification.

The bidder/ lead partner in case of consortium must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 and SEI CMM level 3 or above certification from an internationally recognized and reputed agency. A self attested copy of the relevant certificates must be attached¹.

ANNEXURE M: SCOSTA Smart Card issued.

The bidder / any consortium partner should have issued at least 12 lakh SCOSTA Smart cards in a year (non GSM/non CDMA and any memory) along with personalization in single smart card project with the State/Central Government/PSUs in any of the last 3 years in India.

Smartcards work done by bidder may be 12 lakh cards in 1 project or (6lakh +6lac) in 2 Projects or (4 lac+4 lac+ 4 lac) cards in 3 projects.

ANNEXURE-N: SCOSTA CERTIFICATE FOR THE SMART CARDS

(Company/Lead bidder's Letterhead)

To,

State Transport Commissioner, Punjab

Department of Transport, Punjab

Sector-17-C, SCO 177-178-179,

Chandigarh.160017

Ref: RFP for the Selection of Service Provider for PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018), on a PPP basis for a period of five years.

Dear Sir,

This is to certify that we M/s _____ (Bidder/Lead Partner of Consortium) have a valid SCOSTA certificate for the smart cards that will be used under the Project. We also certify that we will keep the SCOSTA certificate renewed and/or upgraded as per the latest amendments issued by NIC.

A copy of SCOSTA certificate is attached along with this letter.

Yours faithfully,

Signature of signing authority with company seal

Name:

Date:

Designation:

Location:

ANNEXURE-O: CERTIFICATE FOR EXISTENCE OR ABSENCE OF CONFLICT OF INTEREST WITH TRANSPORT DEPARTMENT, PUNJAB

Performa

I/We, the undersigned, [insert the full name of the Bidder], submitting a Bid in respect of call for tenders reference number (-----), confirm:

- that I do not have any conflict of interest in connection to the Contract. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform the contracting authority [Transport Department], without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
- that I have not made, and will not to make, any offer of any type whatsoever from which an advantage can be derived under the Contract;
- that I have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the Project;
- that I understand that the concerned authority reserves the right to verify this information and that I am aware of the consequences which may derive from any false declaration in respect of the information required by the awarding body as a condition of participation in the contract procedure.

Signed:

ANNEXURE-P: DECLARATION OF INELIGIBILITY/ BANNED / BLACKLISTED BY ANY STATE OR CENTER GOVERNMENT IN INDIA FOR CORRUPT OR FRAUDULENT PRACTICES

The Bidder or any member of the Consortium shall not have been be ineligible/banned/black listed by any state or central government or any other government authority in India for corrupt or fraudulent practices as on the date of submission of Bid.

Self certification by the authorized signatory of the Bidder/ Consortium must be attached.

To,

State Transport Commissioner, Punjab

Department of Transport, Punjab

Sector-17-C,SCO 177-178-179,

Chandigarh.160017

Ref: RFP for the Selection of Service Provider for PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018),on a PPP basis for a period of five years.

Subject: Declaration for not been blacklisted/Banned/under ineligibility by any state or Central Government in India for corrupt or fraudulent practices.

Dear Sir,

We,, are submitting our response to " RFP for the Selection of Service Provider for PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018),on a PPP basis for a period of five years ".

We hereby confirm that has not blacklisted/banned/under ineligibility by any state or central Government in India for corrupt or fraudulent practices.

For.....

ANNEXURE-Q: NO DEVIATION CERTIFICATE**To whomsoever it May Concern**

I, representative of _____ hereby solemnly affirm to provide hardware specification (Annexure B Vol-1) of the smart card, consumables (Annexure D Vol-1) and required uninterrupted supply of the consumables and other infrastructure and ACs(Annexure C Vol-1) and MIS reports(Annexure E Vol-1) " PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018) on a PPP basis for a period of five years.

ANNEXURE-R: UNDERTAKING THAT IF THE PROJECT IS AWARDED TO THE COMPANY THE BIDDER/LEAD PARTNER OF THE CONSORTIUM WILL OPEN ITS OFFICE IN CHANDIGARH OR PUNJAB.

To whomsoever it May Concern

I, representative of _____ hereby solemnly affirm that in the event of our firm/consortium being awarded the project "PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018) on a PPP basis for a period of five years, shall open an office in Chandigarh/Punjab within 1 Month of date of LoA.

Dated:

Signed:

Designation:

Location:

Place:

ANNEXURE S: Hard Copy and Soft Copy of presentation.

Hard copy and soft copy of presentation to be submitted along with the bid submission.

ANNEXURE-T: PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

To

State Transport Commissioner, Punjab
Department of Transport, Punjab
Sector-17-C, SCO 177-178-179,
Chandigarh-160017

Dear Sir,

PERFORMANCE BANK GUARANTEE- Service Provider for introduction of '**PHASE 2 OF E-GOVERNANCE IN TRANSPORT DEPARTMENT PUNJAB (2018)**' on PPP basis for a period of five years

WHEREAS

M/s. (Name of selected Bidder/Lead Partner) a company registered under the Companies Act 1956/2013, having its registered and corporate office at (address of the company) (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 (herein after, referred to as "Contract") vide acceptance of letter of award (LoA) dated with the Department of Transport , Government of Punjab for the project of " Introduction of e-Governance in Transport Department, Punjab on PPP basis for a period of 5 years" in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s (Name of selected Bidder/Lead Partner) is required to furnish an unconditional and irrevocable Performance Bank Guarantee in your favour for an amount of INR 5 crores (INR Five Crores only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay and all amount due and payable under this bank guarantee against breach/default of the said contract by our constituent.

In consideration of fact that our constituent is our valued customer and the fact that he has entered in to the said contract with you we, (name and address of the bank) have agreed to issue this PBG.

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 5 Crores (INR Five crores only) 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 his PBG, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall continue and hold good till the completion of the Project from the date of signing of the Contract plus six months i.e. 6 years, 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 till the expiry of the bank guarantee.

We further agree that the termination of the said Contract, 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.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against Transport Department: and
- (ii) For notice of acceptance hereof 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 of one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the term of the Contract.

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 after receipt of intimation from you.

This PBG shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to 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 PBG is restricted to INR 5 Crores (INR Five crores 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.

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 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 his/her favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or 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 PBG shall not exceed INR 5 Crores (INR Five Crores only). This PBG shall be valid only for 6 years from the date of signing of Contract: and

We are liable to pay the guarantee amount or part thereof under this PBG only if we receive a written claim or demand on or before the expiry of this bank guarantee.

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

This PBG must be returned to the bank upon its expiry, if the bank does not receive the PBG 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 guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day..... 2018

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.

ANNEXURE AB: COST ESTIMATION TEMPLATE

The Following Costs And Other Details Are Required To Be Provided By The Bidder In View Of Currency Period Of The Project (5 Years)				
Heads	Specification/Qualification as applicable	No. Of Item/Resources	Cost per item or resource(INR)	Total Cost(INR)
Manpower Costing				
State Level Nodal Officer/ Manager				
Hardware & Network Engineer				
Supervisors				
Data Entry Operators				
Any other resources				
(A)Total Manpower Cost(For 5 years)				
IT Infra				
Servers				
Desktop PCs				
Laser Jet Printer				
Scanner				
Smart Printer				
Dot Matrix Printer				
Fast Ethernet LAN switch				
Silent Generator				
UPS				
Scanner				
Networking				
Smart Cards				
Cameras at ADTT				
Cameras For Biometric				
Sign pad for Biometric				

(B)Total IT Infra Cost				
Consumables				
Learners License Paper				
Permits' Paper				
Fee receipts for RC and Driving Licenses				
Printout of changes in data on the chip of smart card (like tax validity information)				
Generation of ledger for Transport office records				
(C)Total Cost of the Consumables				
Facility Management & Furniture etc.				
Furniture				
Security				
Fire Safety Equipment				
Utility Costs				
(D)Total Facility Management Cost				
Grand Total Cost (A+B+C+D)				