

**SELECTION OF PPP PARTNER FOR THE
INTRODUCTION OF HIGH SECURITY
REGISTRATION PLATES IN KARNATAKA**

**VOLUME I – REQUEST FOR PROPOSAL
INSTRUCTIONS TO BIDDERS**

March, 2013

**TRANSPORT DEPARTMENT
GOVERNMENT OF KARNATAKA**



Request for Proposal Document

Contents

Volume I	Instructions to Bidders (ITB)
Volume II	Draft Concession Agreement

TABLE OF CONTENTS

S. No.	Contents	Page
	No	
	Glossary.....	3
	Disclaimer.....	5
	GLOSSARY	4
	DISCLAIMER	5
1.	INTRODUCTION.....	7
1.1.	BACKGROUND.....	7
1.2	BRIEF DESCRIPTION OF BIDDING PROCESS.....	8
1.3	SCHEDULE OF BIDDING PROCESS.....	10
	VENUE OF PRE-BID CONFERENCE:	10
2.	TERMS OF BIDDING	11
2.1.	GENERAL TERMS OF BIDDING	11
2.2	CHANGE IN COMPOSITION OF THE BIDDER.....	15
2.3	SHAREHOLDING COMMITMENTS.....	15
2.4	COST OF BIDDING	16
2.5	SITE VISIT AND VERIFICATION OF INFORMATION	16
2.6	RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS	17
2.7	CONTENTS OF THE RFP	18
2.8	CLARIFICATIONS.....	18
2.9	AMENDMENT OF RFP.....	19
2.10	FORMAT AND SIGNING OF BID	19
2.11	SEALING AND MARKING OF BID.....	20
2.12	BID DUE DATE.....	22
2.13	LATE BIDS.....	22
2.14	FINANCIAL BID	22
2.15	WITHDRAWAL OF BIDS.....	23
2.16	REJECTION OF BIDS.....	23
2.17	VALIDITY OF BIDS.....	23
2.18	CONFIDENTIALITY.....	23
2.19	CORRESPONDENCE WITH THE BIDDER	23
2.20	BID SECURITY	24
3	EVALUATION OF BIDS.....	26
3.1	OPENING AND EVALUATION OF BIDS.....	26
3.2	TESTS OF RESPONSIVENESS.....	26
3.3	EVALUATION OF ELIGIBILITY CRITERIA.....	27
3.4	SELECTION OF BIDDER.....	28
3.5	CONTACTS DURING BID EVALUATION.....	29
3.6	PERFORMANCE SECURITY	30
4	FRAUD AND CORRUPT PRACTICES	31
5	PRE-BID CONFERENCE.....	33
6	MISCELLANEOUS	34
	APPENDIX – I - LETTER OF BID	35
	ANNEX - I - DETAILED OF BIDDER	39
	ANNEX - II - TECHNICAL CAPACITY OF THE BIDDER	41
	ANNEX – IIA - FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR/INDEPENDENT AUDITOR FOR TECHNICAL CAPACITY.....	42
	ANNEX – III - FINANCIAL CAPACITY OF THE BIDDER	43

ANNEX – III – A - FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR/ INDEPENDENT AUDITOR FOR FINANCIAL CAPACITY OF THE BIDDER.....	45
ANNEX – IV - FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR ASSOCIATE.....	46
ANNEX - V - COPY OF THE TYPE APPROVAL CERTIFICATE.....	47
APPENDIX – II - POWER OF ATTORNEY FOR SIGNING OF BID	48
APPENDIX – III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM.....	50
APPENDIX – V - JOINT BIDDING AGREEMENT	55
APPENDIX – VI - FINANCIAL BID.....	60
APPENDIX – VII - LETTER OF AWARD.....	64
APPENDIX – VIII - ANTI-COLLUSION CERTIFICATE	66
APPENDIX – IX - ANTI-BLACKLISTING AFFIDAVIT	67
APPENDIX – X – OEM CERTIFICATE.....	68
SCHEDULE - 1 – TECHNICAL SPECIFICATIONS FOR CENTRALISED DATABASE MANAGEMENT SYSTEM.....	69

GLOSSARY

Associate	As defined in Clause 3.3
Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.1.4
Bidding Documents	As defined in Clause 1.1.10
Bidding Process	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.2.2
Bid Security	As defined in Clause 1.2.4
Bid Validity Period	As defined in Clause 2.17
Commercial Operation Date (COD)	As defined in Article 4.5.3 of Concession Agreement
Conflict of Interest	As defined in Clause 2.1.14
Consortium	As defined in Clause 2.1.2
Eligibility Criteria	As defined in Clause 1.2.6 (B)
Financial Capacity	As defined in Clause 3.3.2
Government	Government of Karnataka
Jt. Bidding Agreement	As defined in Clause 2.1.17(f)
Lead Member	As defined in Clause 2.1.17
LOA	As defined in Clause 3.4.5
Member	Member of a Consortium
Other Members	As defined in Clause 2.1.17
Performance Security	As defined in Article 4.1 of Concession Agreement
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Quarterly Payment	As defined in Clause 1.2.6(B)
Re. or Rs. or INR	Indian Rupee
Rights	As defined in Clause 1.1.8
Schedule Installation Completion Period (SICP)	As defined in the Concession Agreement
Selected Bidder	As defined in Clause 3.4.1
Technical Capacity	As defined in Clause 3.3.2
Tie Bidders	As defined in Clause 3.4.2

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

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

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

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

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

shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1. Background

- 1.1.1 Government of Karnataka (GoK) acting through Transport Department (the “Authority”) endeavours to introduce High Security Registration Plates (HSRP) for all the vehicles registered in the State Regional Transport Offices (RTO) (“the Project”). This initiative is in line with the amendments introduced in the Central Motor Vehicle Rules, 1989 to make uniform pattern of displaying registration mark throughout India. The HSRP system will provide the registration mark to be displayed at front, rear of two wheelers and the front, rear and on windshield of the three and four wheeler- vehicles. For the implementation of the Project, the Authority is responsible for providing base data.
- 1.1.2 Ministry of Road Transport and Highways (MoRTH), Government of India (GoI) vide its Gazette Notifications no. GSR 221 (E) (dated March 28, 2001), S.O. 814 (E) (dated August 22, 2001), S.O. 938 (E) (dated September 24, 2001), S.O. 1041 (E) (dated October 16, 2001) and S.O. 499 (E) (dated May 9, 2002) has made it mandatory for all vehicles in India to be affixed with High Security Registration Plates (HSRP) within a stipulated timeframe, subsequent to which GoK has decided to introduce High Security Registration Plate in the state of Karnataka. The total number of vehicles in Karnataka as of 31.03.2012 is 1.09 crores and the average growth rate of vehicles from 1997 to 2012 is 10.23%.
- 1.1.3 The Authority proposes to introduce HSRP through public-private partnership with a view to leverage private sector expertise in provision, operations and maintenance of these services for a period of 15 (fifteen) years from the Effective Date.
- 1.1.4 Authority proposes to entrust the development of the Project under a Concession Agreement to a competent party, selected through a transparent competitive bidding process and in accordance with the KPPP Act. The interested parties (“Bidders”) are expected to submit detailed proposals as per the provisions of this RFP Document (“Bids”).
- 1.1.5 The Bids would be evaluated on the basis of the evaluation criteria set out in this RFP document (“Evaluation Criteria”) in order to identify the successful Bidder for the Project (“Successful Bidder”). The Successful Bidder would then have to enter into the Concession Agreement with Authority and perform the obligations as stipulated therein, in respect of the Project.
- 1.1.6 Terms used in this RFP document, which have not been defined herein, shall have the meaning ascribed thereto in the Draft Concession Agreement.
- 1.1.7 The Successful Bidder is required to develop and operate the Project Facilities or HSRP Facilities including Embossing Station, Affixing Station, Support Facilities, Centralised Data Management System, Complaint Registering and Monitoring System for the assembling, procuring technology, designing, developing, producing, embossing, distributing and affixing HSRPs on the motor vehicles in the State of Karnataka, as per the Concession Agreement.

- 1.1.8 The draft Concession Agreement sets forth the detailed terms and conditions for grant of the rights to the PPP Partner, including the scope of the PPP Partner's services and obligations (the "**Rights**") and is enclosed as Volume II of this RFP.
- 1.1.9 The statements and explanations contained in this Request for Proposal ("**RFP**") are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Partner set forth in the draft Concession Agreement or the Authority's right to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Volume I-**Instruction to Bidders** are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.10 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a single stage bidding process (the "**Bidding Process**") for selection of the Bidder for award of the Project and invites bids ("**Bid**") from eligible parties ("**Bidders**"), for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov.in (hereinafter referred to as "**E-Procurement Website**") as well as in the physical mode in accordance with the terms of this ITB.
- 1.2.2 The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project. The Bidding Documents and any addenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidders are required to deposit, along with its Bid, a bid security ("**Bid Security**") of Rs. 51,00,000/- (**Rupees Fifty One Lakhs only**). The Bid Security shall be refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidder shall furnish Rs.100,000/- (Rupees One Lakh only) through E-Procurement Website, through any one of the following e-Payment options only:
- Credit Card
 - Direct Debit
 - National Electronic Funds Transfer (NEFT)
 - Over the Counter (OTC) – designated Axis Bank branches located across the country

The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Please note that payment submitted through cheque or demand draft shall not be accepted. Further details regarding e-payment; please refer to E-Procurement Website.

Remaining Bid Security of Rs.50,00,000/- (Rupees Fifty Lakhs only) shall be provided in the form of a bank guarantee or demand draft acceptable to the Authority at the time of bid submission, and in such event, the validity period of the bank guarantee shall not be less than 180 days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The Bid Security amount payable for the Project through E-Procurement Website and through demand draft or Bank Guarantee is set out in the table below:

Name of Project	Bid Security	In Rupees	
		Through e- payment	Through DD/Bank Guarantee
Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka	Rs.51, 00,000/-	Rs. 100, 000/-	Rs. 50,00,000/-

1.2.5 Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their Bid for award of the Project.

1.2.6 (A) Bidders would need to submit the following sets of documents (one original and one copy) as part of their Bid;

- a. “**Key Submissions**” and “**Qualification Submission**” to be submitted both in the form of hard copy as well as through E-Procurement Website as provided in Clauses 2.10 and 2.11.
- b. “**Financial Bid**” to be submitted only through E-Procurement Website. For the purpose of providing clarity on the Financial Bid to Bidders, a specimen for the Financial Bid is provided in **Appendix – VI**”. The Bidder shall quote an HSRP Fee (“**HSRP Fee**”) as calculated in **Appendix – VI – Annex 1** and Annex 2.

1.2.6 (B) The evaluation of the Bid submissions would be carried out in the following three stages:

- a. **Stage I:** First stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the ITB. Those Bids found to be substantially responsive would be considered for evaluation in the second stage
- b. **Stage II:** In the second stage, the evaluation of the information furnished by the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity (“**Eligibility Criteria**”) would be undertaken as per Clause 3.3 of the ITB. Bidders who meet the Eligibility Criteria would be considered for evaluation of their Financial Bid.
- c. **Stage III:** In the third Stage, the Financial Bid of the Bidders who meet the Eligibility Criteria would be assessed and marked as per “**Appendix VI**” of RFP.

Financial Bids are invited for the Project on the basis of the price of a HSRP (“**HSRP Fee**”) quoted, by the Bidder for implementing the Project. Subject to the terms of this RFP, the Project will be awarded to the Bidder quoting the lowest HSRP Fee.

- 1.2.7 The Selected Bidder shall be the Bidder quoting the lowest HSRP Fee. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP and as explained in Clause 3.4.3, be invited to match the Financial Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the lowest Bidder, the Authority may, in its discretion, invite fresh Financial Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.8 The PPP Partner shall be entitled to collect and appropriate the HSRP Fee from the Project in accordance with the terms of the Concession Agreement.
- 1.2.9 Further and other details of the process to be followed and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries (including any discrepancy, ambiguity and error) or request for additional information concerning this RFP shall be submitted in writing and shall be submitted through post/courier/fax/e-mail to the officer designated in Clause 2.11.5 below. The envelopes/ communication shall clearly bear the following identification/ title:

Queries/Request for Additional Information: RFP for “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl No	Event Description	Date
1.	Last date for receiving queries	April 17, 2013
2.	Pre-Bid Conference	April 20, 2013 at 1100 hours at the office of the Commissioner for Transport.
3.	Bid Due Date	May 24, 2013 till 1600 hours IST
	Bid Due Date for electronic submission	May 21, 2013 till 1600 hours IST
	Bid Due Date for Hard Copy Submission of Bids	May 24, 2013 till 1600 hours IST at the office of the Commissioner for Transport Department.
4.	Opening of Bid (except Financial Bid)	May 24, 2013 till 1700 hours IST at the office of the Commissioner for Transport Department.
5.	Opening of Financial Bid	To be intimated
6.	Issue of Letter of Award	To be intimated
7.	Bid Validity Period	180 days

Venue of Pre-bid Conference:

Office of the Commissioner for Transport
5th floor, M.S.Building
Dr.B.R.Ambedkar Veedhi
Bangalore - 560 001
Phone: 080-2225 4900
Fax: 080-22353783

2. TERMS OF BIDDING

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 A Bidder is eligible to submit only 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 may be.
- 2.1.2 (a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, NO Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A single entity, bidding for the Project, shall be a Company incorporated under the Companies Act 1956. If the Bidder is a Consortium then the Lead Member shall be a Company registered under the Companies Act, 1956 and the Other Member could be a partnership¹ firm, a company² incorporated under the Companies Act 1956 only. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.17 below.
- (c) The Bidder shall demonstrate adherence to the technical specifications set out in Schedule 1 of this ITB by way of certification from original equipment manufacturer (OEM Certificate) as per the format set out in Appendix X.
- 2.1.3 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft Concession Agreement for the Project shall have the meaning assigned thereto in the draft Concession Agreement.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Financial Bid should be furnished in electronic mode only clearly indicating the HSRP Fee amount, which shall be filled up by the Bidder in the format made available on the E-Procurement Website. The specimen of the Financial Bid is provided at **Appendix VI** of this ITB. The Financial Bid must clearly indicate the bid amount both in figures and words, in Indian Rupees. In the event of any difference between figures and words, the lower of both the amounts shall be taken into account.
- 2.1.6 The Financial Bid shall consist of a HSRP Fee sought by the Bidder. The Bidder shall have the right to collect the HSRP Fee, as per the provisions of the Concession Agreement.

¹ A registered partnership firm should furnish registration certificate of the firm issued by the Registrar of Firms and the partnership deed executed between the partners as proof of identity.

² A company should furnish certificate of incorporation and Memorandum & Articles of Association as proof of identity.

- 2.1.7 The Bidder shall deposit a Bid Security as per Clauses 1.2.4 and Clause 2.20 and in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at **Appendix - IV**.
- 2.1.8 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Appendix – III**.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.12 The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.13 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s Bid submission, without prejudice to any other right or remedy that may be available to the Authority hereunder and/Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5% of its paid up and subscribed

capital; or

- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d. such Bidder, or any Associate thereof, has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- e. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.15 This RFP is not transferable.

2.1.16 Any award of Rights pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.17 Where the Bidder is a single Entity, it shall have minimum 51% Indian Shareholders in its equity share capital. Also, where the Bidder is a single Entity, it must form an appropriate SPV to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following requirements;

- a. The number of members in a Consortium would be limited to 2 (two);
- b. The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.3;
- c. the Bid should contain the information required for each member of the Consortium;

Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"). As on March 31, 2012, the Lead Member shall have minimum 51% Indian Shareholders in its equity share capital. Lead Member shall have an equity share holding of at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV throughout the Agreement Period. The members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the COD.

The other member of the Consortium shall be termed as "**Other Member**". The nomination(s) of Lead Member shall be supported by a Power of Attorney, as per the format at **Appendix - III**, signed by all the members of the Consortium;

- d. An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for qualification;
- e. The Parties to the Consortium should establish SPV and execute the Concession Agreement in respect of the Project(s) awarded to such Consortium.
- f. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**Jt. Bidding Agreement**"), as per the format provided in **Appendix - V**, for the purpose of submitting Bid and should submit the same along with the Bid. The Jt. Bidding Agreement should

be specific to the Project and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. The Jt. Bidding Agreement shall, inter alia:

- (i) convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with Clause 2.3, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as PPP Partner in terms of the Concession Agreement, in case the Right to undertake the Project is awarded to the Consortium;
- (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
- (iii) commit the minimum equity stake to be held by each member; and
- (iv) include a statement to the effect that all members of the Consortium shall under the Concession Agreement, be liable jointly and severally for all obligations of the PPP Partner in relation to the Project.
- (v) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior consent of the Authority.

2.1.18 (a.) Any Entity which has been barred by or withdrawn from a contract, or terminated from any contract for any reason with Central/ State Government or any Entity controlled by them, from participating in any project (BOT or otherwise) anytime in 3 (three) years prior to the Bid Due Date, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

(b.) A Bidder shall not be eligible to bid for the Project if, as per Section 4, sub-section (xa) of the Motor Vehicles (New High Security Registration Plates) Order, 2001, the Bidder or a constituent thereof, in case of a Consortium, has been:

- (i) Convicted of a cognizable offence by any court of law with imprisonment for a term exceeding one year;
- (ii) Imposed with a penalty of Rupees one crore or more for violation of the provisions of the Foreign Exchange Regulation Act, 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act, 1999 (42 of 1999);
- (iii) Detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985);
- (iv) Adjudged guilty by the Stock Exchange Board of India or any other such Financial Regulatory Boards or Tribunals or Agencies;
- (v) Found to be associated in any manner with an organized crime syndicate or its associate or with any Association declared unlawful under the Unlawful Activities (Prevention) Act, 1967 (37 of 1967) or any other law for the time being in force; or
- (vi) Found to be connected with activities prejudicial to the National Security.

- 2.1.19 A Bidder including any Consortium Member or Associate should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder.
- 2.1.20 The following conditions shall be adhered to while submitting a Bid:
- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes to Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - b. information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies;
 - c. Bidders should demonstrate their Eligibility Criteria in accordance with Clause 3.3 of this RFP; and
 - d. In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2 Change in composition of the Bidder

Change in the composition of a Consortium will not be permitted by the Authority.

2.3 Shareholding Commitments

- 2.3.1 In case the Selected Bidder is a Consortium, the members of the Consortium whose experience will be evaluated for the purposes of this RFP, shall subscribe to atleast 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 2nd anniversary of the Scheduled Installation Completion Date or COD. The members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the COD. The Lead Member shall hold atleast 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV throughout the Agreement Period. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

or,

In case the Selected Bidder is a single Entity, it shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the 2nd anniversary of the COD and hold at least 26% (twenty six percent) of subscribed and paid up equity share capital of the SPV thereafter.

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/

or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the PPP Partner. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4 **Cost of Bidding**

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

2.5 **Site visit and verification of information**

2.5.1 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 Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters of the Project;
- 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 thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- at any time, a material misrepresentation is made or uncovered, or
- the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the highest Bidder gets disqualified /rejected, then the Authority reserves the right to:

- invite the remaining Bidders to submit Bids in accordance with Clause 3.4.3 and Clause 3.4.4; or
- take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Right thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the PPP Partner either by issue of the LOA or entering into the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or PPP Partner, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of the Authority thereunder.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

a. Instructions to Bidders (Volume I)

- Section 1. Introduction
- Section 2. Terms of Bidding
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

Appendix I- Letter of Bid

Annexes to Appendix I

Annex I -Details of Bidder

Annex II -Technical Capacity of the Bidder

Annex IIA Format for Certificate from Statutory Auditor/Independent Auditor for Technical Capacity

Annex III -Financial Capacity of the Bidder

Annex IIIA- Format for Certificate from Statutory Auditor for Financial Capacity

Annex IV- Format for Certificate from Statutory Auditor/Independent Auditor for Associate

Annex V - Type Approval Certificate

Appendix II -Power of Attorney for signing of Bid

Appendix III -Power of Attorney for Lead Member of Consortium

Appendix IV -Format for Bank Guarantee for Bid Security

Appendix V -Joint Bidding Agreement

Appendix VI -Format for Financial Bid

Appendix VII -Format for Letter of Award

Appendix VIII -Anti Collusion Certificate

Appendix IX-Anti Blacklisting Affidavit

Appendix X – Technical Specification along with MAF (Manufacture Authorization Format)

Schedule I – Technical Specifications for Centralised Database Management System

b. Draft Concession Agreement (Volume II)

The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and email to the address provided in Clause 2.11.5. They should send in their queries on or before the date

mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within 7 (seven) days prior to the Bid Due Date. The responses will be published in E-Procurement Website without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Website. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 **Amendment of RFP**

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

2.9.2 Any Addendum thus issued will be published in E-Procurement Website and the published details will be binding on the participating Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline will be published in E-Procurement Website vide corrigendum.

C. **PREPARATION AND SUBMISSION OF BIDS**

2.10 **Format and Signing of Bid**

2.10.1 The Bidder shall provide all the information sought under this ITB in electronic mode and submit the documents specified in Clause 2.11.4 in physical mode. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.10.2 All the documents of the Bid sought in physical mode under this ITB shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.10.3 All documents of the Bids submitted in electronic mode under this ITB shall be uploaded on E-Procurement Website: www.eproc.karnataka.gov.in using digital signature.

2.11 Sealing and Marking of Bid

2.11.1 The Bidder shall submit the Application(s) in the form specified in Clause 2.11.2.

2.11.2 The Bidder shall submit following documents in the electronic mode using their digital signatures in the correct slots in E-Procurement Website. The documents accompanying the Bid(s) submission shall include

“Key Submissions”

- a. Scanned copy of Letter of Bid in the prescribed format **Appendix - I** along with all the **Annexures to Appendix 1** and supporting documents;
 - b. Scanned copy of Power of Attorney for signing of Bid in the prescribed format (**Appendix – II**);
 - c. If applicable, scanned copy of the Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix – III**);
 - d. Scanned copy of the Demand Draft or Bank Guarantee towards Bid Security for an amount as specified in this RFP;
 - e. Scanned copy of the Demand Draft towards cost of the RFP (Cost of bid documents is Rs. 5,000 in the form of demand draft drawn in favour of “Commissioner of Transport, Government of Karnataka”);
 - f. Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in “**Appendix V**”;
 - g. Scanned copy of Anti Collusion Certificate in the format provided in **Appendix –VIII**;
 - h. Scanned copy of Anti Blacklisting Affidavit in the format provided in **Appendix – IX**;
 - i. Scanned copy of Certificate of Incorporation and a Copy of Memorandum and Articles of Association;
 - j. Scanned copy of Solvency Certificate of the Bidder or Lead Member in case of a Consortium;
 - k. Scanned copy of the Income Tax Returns for the preceding 3 (three) years.
 - l. Scanned copy of OEM Certificate in the format provided in **Appendix - X**
- 2.11.3 The Financial Bid of the Bidder shall be submitted only through E-Procurement Website. Specimen of the Financial Bid is provided at Appendix – VI.
- 2.11.4 Following documents in original shall be submitted in physical mode as per Schedule of Bidding Process provided in Clause 1.3, in the manner set out herein and submit at the address provided in this Clause 2.11.5 :

“Key Submissions”

- a. Letter of Bid in the prescribed format set out in Appendix - I along with all its Annexures and supporting documents;
- b. Power of Attorney for signing of Bid in the prescribed format (**Appendix – II**);
- c. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix – III**);
- d. Bid Security in the form of Demand Draft/ Bank Guarantee for an amount as specified in this RFP;
- m. Demand Draft towards the cost of the RFP (Cost of bid documents is Rs. 5,000 in the form of demand draft drawn in favour of “Commissioner of Transport, Government of Karnataka”;
- e. Jt. Bidding Agreement, in case of a Consortium in the format provided in “**Appendix V**”;
- f. Anti Collusion Certificate in the format provided in **Appendix-VIII**;
- g. Anti Blacklisting Affidavit in the format provided in **Appendix-IX**;
- h. Scanned copy of Solvency Certificate of the Bidder or Lead Member in case of a Consortium ;
- i. Scanned copy of the Income Tax Returns for the preceding 3 (three) years;
- j. A copy of Certificate of Incorporation and a copy of Memorandum and Articles of Association of the Bidder;
- k. Copies of Bidder’s duly audited annual reports and financial statements (balance sheets and profit and loss account) for the preceding 3 (three) years;
- l. A copy of the draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.
- m. OEM Certificate in the format provided in **Appendix - X**

The documents provided in this Clause 2.11.4 (except Bid Security) shall be bounded between hard cover (book bound) and the pages shall be numbered serially. These documents shall be placed in an envelope and sealed and marked as “**Bid for Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka**”.

2.11.5 The envelopes shall be addressed to:

ATTN. OF: Commissioner for Transport
ADDRESS: Office of the Commissioner for Transport
5th floor, M.S.Building

Dr.B.R.Ambedkar Veedhi
Bangalore - 560 001

PHONE NO
FAX NO

080-2225 4900
Fax: 080-22353783

2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 In the event of any inconsistencies between the document submitted by the Bidder in the electronic mode and the physical mode (Hard Copy Submission), the document submitted through electronic mode shall prevail for the purpose of evaluation.

2.12 Bid Due Date

2.12.1 Bids through electronic mode in E-Procurement Website and physical mode should be submitted up to the Bid Due Date in the manner and form as detailed in this ITB. The Bid Due Dates for submission of Bids through electronic mode and through hard copy shall be as specified in Clause 1.3.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date for electronic and hard copy submission by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.12.3 The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Financial Bid

2.14.1 The Financial Bid shall consist of HSRP Fee sought by the Bidder in the format as specified in **Appendix – VI**. The Bidder shall specify (in Indian Rupees) the HSRP Fee, sought by the Bidder to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2 The Project will be awarded to the Bidder quoting the lowest HSRP Fee in accordance with the procedure described in the Clause 3.4.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15 **Withdrawal of Bids**

- 2.15.1 The Bidder may withdraw its Bid after submission of the Bids prior to Bid Due Date. No Bid can be withdrawn by the Bidder after the Bid Due Date.
- 2.15.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date unless the same has been expressly sought for by the Authority, shall be disregarded.
- 2.15.3 No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid Security, pursuant to Clause 2.20.6.

2.16 **Rejection of Bids**

- 2.16.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
- 2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 **Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (the "**Bid Validity Period**"). The Bid Validity Period may be extended by mutual consent of the respective Bidders and the Authority.

2.18 **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority 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 Authority 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 Authority.

2.19 **Correspondence with the Bidder**

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bid Security to be submitted in the form of a Bank Guarantee referred in Clause 1.2.4 hereinabove shall be issued by a Nationalized Bank, or a Scheduled Bank in India, in favour of Commissioner of Transport, Government of Karnataka” in the format at **Appendix – IV** (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Bid Security referred in the above clause can also be in the form of a Demand Draft issued by a Nationalized Bank or a Scheduled Bank in India, drawn in favour of “Commissioner of Transport, Government of Karnataka” and payable at Bangalore (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non responsive. Save and except as provided in Clause 1.2.4 the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee Demand Draft in favour of the Bidder(s). Bidders may, by specific instructions in writing to the Authority give the name and address of the persons in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Bid.
- 2.20.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine compensation / damages to the Authority in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- i If a Bidder submits a non-responsive Bid;

- ii If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- iii If a Bidder withdraws its Bid during the period of Bid Validity Period as specified in this RFP and as extended by the mutual consent of the respective Bidder(s) and the Authority;
- iv In case the Bidder fails to acknowledge the Letter of Award, and fails to fulfil conditions of the Letter of Award.
- v In the case of Selected Bidder, if it fails within the specified time limit -
 - a. to sign the Concession Agreement and/or
 - b. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
- vi In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids as per the Schedule of Bidding process specified in Clause 1.3, at the place specified in Clause 2.1.1.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will examine and evaluate the Bids in the manner set out in Clause 1.2.6 (B) and in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- a. It is accompanied by the copy of receipt of payment or a non-refundable demand draft towards the cost of the RFP;
 - b. it is received as per the format at **Appendix - I** and its annexes;
 - c. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12;
 - d. it is signed and submitted as stipulated in Clause 2.10;
 - e. It is sealed, marked and bound together as stipulated in Clause 2.11.
 - f. it is accompanied by valid Bid Security;
 - g. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - h. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - i. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, non material, non – conformities, the information can be reviewed and evaluated by Authority without communication with the Bidder). Authority reserves the right to determine whether the information has been provided in reasonable detail;
 - j. it is accompanied by the Jt. Bidding Agreement in case of Consortium, as stipulated in Clause 2.1.17 (f);
 - k. It is accompanied by Financial Bid as per the format provided in **Appendix –VI**.
 - l. It contains Anti Collusion Certificate as per the format provided in **Appendix – VIII**.
 - m. It contains Anti Black listing Affidavit as per the format provided in **Appendix – IX**.
 - n. It contains the OEM Certificate as per the format provided in **Appendix - X**.
 - o. it does not contain any condition or qualification; and

p. It is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation of Eligibility Criteria

3.3.1 Only those Bidders whose Bids are responsive in accordance with provisions of Clause 3.2 above shall be considered for evaluation under this Clause 3.3.

3.3.2 The Bidders' competence and capacity is proposed to be established based on experience ("Technical Capacity") and in terms of net worth and turnover ("Financial Capacity"). The Bidder should demonstrate the Eligibility Criteria as per the provision of the Clauses 3.3.2 (A) and 3.3.2 (B).

A. Technical Capacity

The Bidder shall satisfy the following criteria to qualify for further evaluation:

- i) The manufacturing capacity per annum of the Manufacturing Unit(s) shall be at least 30 (thirty) lakh sets of blanks i.e 60 lakh blanks and the same shall be in a working condition.
- ii) The Bidder shall have a Type Approval Certificate from one of the testing agencies for the High Security Registration Plates authorised by the Central Government as per Rule 126 of the Motor Vehicle Rules, 1989, and such certificate should be valid as on the Bid Due Date.
- iii) The Bidder shall have affixed HSRPs in any state in India during the last 1 (one) year preceding the Bid Due Date.

Provided where the Bidder is a Consortium, the Technical Capacity sought under this Clause 3.3.2 (A) (i) and (ii) above shall be demonstrated by the Lead Member.

The Bidder shall allow for the inspection of the Manufacturing Unit(s) by the Tender Scrutiny Committee appointed by the Authority. The Tender Scrutiny Committee may, at its own discretion inspect the Manufacturing Unit(s) of the Bidder for ascertaining its manufacturing capacity.

B. Financial Capacity

- i) The Bidder shall demonstrate adherence to the Financial Capacity based on the following criteria:
 - a) The Bidder shall have net worth of atleast an amount of Rs. 50, 00, 00,000/- (Rupees Fifty Crores Only) as on March 31, 2012.
 - b) The Bidder shall have an average annual turnover of atleast an amount of Rs. 75,00,00, 000/- (Rupees Seventy Five Crores) in the last three financial years preceding the Bid Due Date.

Provided where the Bidder is a Consortium the Networth sought under this 3.3.2 (B) (i) shall be demonstrated by the Lead Member.

- ii) In computing the Financial Capacity of the Bidder /Lead Member in case of a Consortium, under Clause 3.3.2, the experiences of their respective Associates would also be eligible.
- iii) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person. , and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.3.3 Supporting Documents to be submitted by the Bidder

- a. The Bidders must provide the necessary information relating to Technical Capacity as per format at **Annex-II of Appendix-I** along with Certificate for Technical Capacity provided at **Annex II A of Appendix I** issued by Statutory Auditor/Independent Auditor/Client, as applicable and a copy of the Type Approval Certificate.
- b. The Bidder or Lead Member in case of a Consortium, must provide necessary information relating to Financial Capacity as per format at **Annex - III of Appendix - I** along with Certificate for Financial Capacity provided at **Annex III -A of Appendix - I** issued by Statutory Auditor and the Solvency Certificate. In case the Associate's experience has been used for the purpose of this RFP, the Certificate from Statutory Auditor for Associate provided at **Annex IV of Appendix I** and the Solvency Certificate of the Associate shall also be provided. The Solvency Certificate shall demonstrate a minimum Net Worth of Rs. 50, 00, 00,000/- (Rupees Fifty Crores Only) as on March 31, 2012.
- c. The Bidder must provide the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for three years, preceding the latest financial year in which the Bid is made.
- d. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the Statutory Auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for the last 3 (Three) financial years, preceding the year for which the Audited Annual Report is not being provided.

3.4 Selection of Bidder

- 3.4.1 The Financial Bid of only those Bidders who meet the Eligibility Criteria as specified in Clause 3.3 shall be opened and the Bidder seeking the lowest HSRP Fee as per Clause 2.14 to the Authority shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.4.2 In the event that two or more Bidders quote the same amount of HSRP Fee, (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 3.4.3 In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and to match the Financial Bid of the aforesaid lowest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said lowest Bidder in the second round of bidding, then the Bidder whose Financial Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.
- 3.4.4 In the event that no Bidder offers to match the lowest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Financial Bids (the “**third round of bidding**”) from all Bidders except lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Financial Bids, they shall be eligible for submission of fresh Financial Bids provided, however, that in such third round of bidding only such Financial Bids shall be eligible for consideration which are higher than the Financial Bid of the second lowest Bidder in the first round of bidding.
- 3.4.5 After selection, a Letter of Award (the “**LOA**”), as per the format set out in **Appendix VII**, shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.4.6 The Selected Bidder shall execute the Concession Agreement within 30 (thirty) days of the acknowledgement of LOA and within the aforementioned period, shall furnish to the Authority details about the SPV incorporated for the purpose of signing the Concession Agreement. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement. The Selected Bidder shall submit to Authority at the time of signing of the Concession Agreement, a certificate from the legal counsel and an approval from the board of the SPV with respect to the authority of the SPV to enter into the Concession Agreement.
- 3.4.7 Failure of the Selected Bidder to comply with the requirements of Clause 3.4.6 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.5 **Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration from the time immediately after they are opened until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are

advised to refrain from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

3.6 **Performance Security**

The Selected Bidder shall furnish Performance Security of Rs. 5,00,00,000/- (Rupees Five Crores only) by way of an irrevocable Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank in India in favour of "Commissioner of Transport, Government of Karnataka".

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or PPP Partner, as the case may be, if it determines that the Bidder or PPP Partner, as the case may be, 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 Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the right of the Authority under Clause 4.1 hereinabove and the right and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or PPP Partner, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or PPP Partner shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder or PPP Partner, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- c. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

- 5.1 A Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as mentioned in Clause 1.3. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 Prior to the Pre-Bid Conference, the Bidders may submit a list of queries, if any, on the Project requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to the Authority latest by last Date of Receiving Queries mentioned in the Schedule of Bidding Process. The Authority may, at its sole discretion or based on inputs provided by Bidders, amend the RFP.
- 5.3 Attendance of the Bidders at the Pre-Bid meeting is not mandatory. However, subsequent to the meeting, the Authority may not respond to queries from Bidders who have not participated in the Pre-Bid Meeting.
- 5.4 All correspondence / enquiries should be submitted to the following in writing by fax/ registered post / courier:

Attn. Of	Commissioner for Transport
Address	Office of the Commissioner for Transport 5th floor, M.S.Building Dr.B.R.Ambedkar Veedhi Bangalore - 560 001
PHONE NO	080-2225 4900
FAX NO	Fax: 080-22353783

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the Right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any right and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX – I - Letter of Bid

Dated:

Commissioner for Transport
5th floor, M.S.Building
Dr.B.R.Ambedkar Veedhi
Bangalore - 560 001

Sub: Bid for Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka

With reference to your RFP document dated *****³ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the following Project. The Bid is unconditional and unqualified.

- 1 I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the PPP Partner for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2 This statement is made for the express purpose of our selection as PPP Partner for the design, finance, construction and operation and maintenance of the aforesaid Project.
- 3 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 5 I/ We certify that in the last three years, we/ any of the Consortium Member⁴ or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have any contract terminated by any public authority for breach on our part.
- 6 I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b. I/ We do not have any Conflict of linterest in accordance with Clauses 2.1.14 of the RFP document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt

³ All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to each Bidder.

⁴ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- e. the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP.
- 8 I/ We believe that we/ our Consortium satisfy(s) the Eligibility Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the RFP.
- 9 I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
- 10 I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11 I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/ employees.
- 13 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14 In an event the SPV is incorporated by a Consortium;

We acknowledge that all the members of the Consortium the members of the Consortium whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV until 2nd anniversary of COD. The members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the

2nd anniversary of COD. The Lead Member shall hold 26% (twenty six percent) throughout the Agreement Period.

I/We acknowledge that the Selected Bidder shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the 2nd anniversary of COD and at least 26% (twenty six percent) of subscribed and paid up equity share capital of the SPV thereafter throughout the Agreement Period.

- 15 I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to COD, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 16 I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 17 In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 18 I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Right.
- 19 I/ We offer a Bid Security of Rs. 51,00,000/- (Rupees Fifty One lakhs only) for the Project for which we have submitted the Bid(s) to the Authority in accordance with the RFP.
- 20 The Bid Security in the form of Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 21 The documents comprising the Bid, as specified in Clause 2.11 of the RFP, have been submitted in the manner set out in the RFP.
- 22 I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Right is not awarded to me/us or our Bid is not opened or rejected.
- 23 The HSRP Fee has been quoted by me/us after taking into consideration all the terms and conditions

stated in the RFP; draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

- 24 I/ We agree and undertake to abide by all the terms and conditions of the RFP.
- 25 I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 26 I/We agree to pay along with the signing of the Concession Agreement an irrevocable revolving bank guarantee for a value of Rs 5,00,00,000/- (Rupees Five Crores Only) towards Performance Security.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place: Name and seal of Bidder/Lead Member

ANNEX - I - Detailed of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company/Partnership including details of its main lines of business and proposed role and responsibilities in these Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for the other Member of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.17(f) should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per table below and the same shall be in accordance with the requirements set out in Clause 2.1.17 of this RFP:

Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			

- * The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-II.
The following information shall also be provided for each Member of the Consortium:

Name of Bidder/member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Annex - II - Technical Capacity of the Bidder

(Refer to Clauses 3.3 and 3.3.2(A) of the RFP)

Member Code:

S No	Name of the Manufacturing Unit	Location	Blank production Capacity per annum	Working Condition (Yes/No)
1				
2				
..				
Total Blank Production Capacity				-

S No	Details of HSRP experience	Location in India	Number of HSRPs affixed	Year
1				
2				
..				

Instructions:

1. Bidder shall submit Technical Capacity as per Clause 3.3.2(A).
2. Provide details of the manufacturing unit(s) of the Bidder or the Lead Member, as the case maybe as specified in Clause 3.3.2 (A)
3. A separate sheet should be filled for each manufacturing unit.
4. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation LM for Lead Member shall be used.

Annex – IIA - Format for Certificate from Statutory Auditor/Independent Auditor⁵ for Technical Capacity
(Refer to Clauses 3.3 and 3.3.2(A) of the RFP)

(On the Letterhead of the Statutory Auditor/Independent Auditor)

Date:

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/ Consortium Member], and certify the following:

S No	Name of the Manufacturing Unit	Location	Blank production Capacity per annum	Working Condition (Yes/No)
1				
2				
..				
Total Blank Production Capacity				-

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

S No	Details of HSRP experience	Location in India	Number of HSRPs affixed	Year
1				
2				
..				

Note: The above experience shall be claimed for the last one year preceding the Bid Due Date.

Signature and Seal of the
Statutory Auditor/Independent Auditor clearly indicating his/her
Membership number

⁵ In case the Bidder does not have a Statutory Auditor, the Certificate shall be provided by a Chartered Accountant.

Annex – III - Financial Capacity of the Bidder

(Refer to Clauses 3.3, 3.3.2 (B) of the RFP)

(In Rs. crore)

Bidder type	Member Code	Net Worth	Turnover	Turnover	Turnover	Average Turnover
		2011-12	2009-10	2010-11	2011-12	
Single Entity Bidder / Lead Member						
Consortium Member		(Solely Lead Member should mention its Net Worth)				
TOTAL						

Name & address of Bidder's Bankers:

1. A Bidder consisting of a single Entity should fill in details as per the row titled single Entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Entity Bidder may be ignored.
2. The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 3.3.2.
3. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member

Instructions:

1. The Bidder/ Lead Member of Consortium shall attach copies of the balance sheets, financial statements and Annual Reports for the last financial year, preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and

- d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean

For company = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.17(f) of the RFP document.
 4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
 5. The Bidder shall provide a Statutory Auditor's certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.

Annex – III – A - Format for Certificate from Statutory Auditor/ Independent Auditor⁶ for Financial Capacity of the Bidder

(Refer to Clauses 3.3, 3.3.2 (B) of the RFP)

[On the letterhead of Statutory Auditor/Independent Auditor]

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member], and certify that the average Net Worth⁷ and Turnover are as follows:

(Rs. Crores)

Bidder type	Member Code	Net Worth	Turnover	Turnover	Turnover	Average Turnover
		2011-12	2009-10	2010-11	2011-12	
Single Entity Bidder / Lead Member						
Consortium Member						
TOTAL						

This certificate is being issued to be produced before the Commissioner for Transport for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”

Signature and Seal of the
Statutory Auditor clearly indicating
his/her membership number

⁶ In case the Bidder does not have a Statutory Auditor, the Certificate shall be provided by a Chartered Accountant.

⁷ In case of Consortium, Net Worth of the Lead Member needs to be certified.

Annex – IV - Format for Certificate from Statutory Auditor for Associate

(On the Letterhead of the Statutory Auditor)

Date

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____-(Name of Bidder) and M/s _____ and certify that M/s _____ is an Associate as defined in the RFP Document issued by the Transport Department, Government of Karnataka, for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”.

The details of the shareholding are as follows:

- 1.
- 2.
- 3.

This certificate is being issued to be produced before the Commissioner for Transport, Government of Karnataka for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”.

Signature and Seal of the
Statutory Auditor clearly indicating
his/her membership number

Annex - V - Copy of the Type Approval Certificate

[Issued by one of the testing agencies for the High Security Registration Plates authorised by the Central Government as per Rule 126 of the Motor Vehicle Rules, 1989]

APPENDIX – II - Power of Attorney for signing of Bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “Bid for Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”, proposed by the Transport Department, Government of Karnataka (the “**Authority**”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Concession Agreement with the Authority.

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

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

For _____
(Signature)
(Name, Title and Address)

Witnesses:

1
2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid*

down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX – III - Power of Attorney for Lead Member of Consortium

Whereas the Transport Department, Government of Karnataka (“the **Authority**”) has invited Bids from qualified parties for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka” (“the **Project**”).

Whereas, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____ and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX – IV - Bank Guarantee for Bid Security

B.G. No.

Dated:

- 1 In consideration of you, _____, having its office at _____, (hereinafter referred to as “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the “**Bid Security**”) / “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred and Eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid

- validity period set forth in the said Bidding Documents, and the decision of Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 - 7 In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 - 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 - 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
 - 10 It shall not be necessary for Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
 - 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing.
 - 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
 - 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/- (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof,

on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

APPENDIX – V - Joint Bidding Agreement

(Refer Clause 2.1.17(f))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... } having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... } having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its Request for Proposal dated(the “RFP”) for selection of bidders for “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka” (the “Project”) through public private partnership.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the

meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

b) {Party of the Second Part shall be _____ }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document and the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

PPP Partner:

The Parties undertake that the members in the consortium shall hold equity as follows:

- 6.2 In case the Consortium is selected as the Selected Bidder, the members of the Consortium whose experience will be evaluated for the purposes of this RFP shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 2nd anniversary of COD.
- 6.3 The members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the 2nd anniversary of COD.
- 6.4 The Lead Member shall hold 26% (twenty six percent) throughout the Concession Period.
- 6.5 The Parties shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

In the presence of:

1. _____ 2. _____

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX – VI - Financial Bid

Format of Financial Bid

Date:

Commissioner for Transport
5th floor, M.S.Building
Dr.B.R.Ambedkar Veedhi
Bangalore - 560 001

India

Re: “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”.

Sir,

We hereby submit our Financial Bid and seek a HSRP Fee of Rs [*insert HSRP Fee as calculated in Appendix VI - Annex 1*] (in words), as calculated in **Appendix VI - Annex 1 and Annex 2**, inclusive of all applicable taxes, for undertaking the aforesaid Project in accordance with the bidding documents and draft Concession Agreement.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder⁸)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

⁸ In case of Consortium, names of all members of Consortium

**Appendix VI - Annex 1
Break-up of the HSRP Fee:**

S No (1)	Item (2)	Front Registration Plate (3) Rs.	Rear Registration Plate (4) Rs.	Third Registration Plate (Sticker) (5) Rs.	Total Cost per Set (Rs) (6) = (3) + (4)+ (5)
A.	Providing and Fixing complete set of HSRP inclusive of front registration plate, rear registration plate, snap locks for all 2 wheelers – scooters, motorcycles, mopeds*	(for plate size of 200mm x100 mm)	(for plate size of 200mm x100 mm)	NA	R1
		(for plate size of 285mm x45 mm)	(for plate size of 200mm x100 mm)	NA	A2 [The Total Cost per Set, for a plate size of 285mm x45 mm shall be less than the Total Cost per Set for a plate size of 200mm x100 mm]
B.	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, third registration plate, snap locks for 3 wheelers (passenger & goods) and invalid carriages	(for plate size of 200mm x100 mm)	(for plate size of 200mm x100 mm)		R2
C.	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, third registration plate and snap locks for Light Motor Vehicles.	(for plate size of 340mm x200 mm)	(for plate size of 340mm x200 mm)		R3
	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, third registration plate, snap locks and fixing for Passenger Cars	(for plate size of 500mm x120 mm)	(for plate size of 500mm x120 mm)		[The Total Cost per Set, for a plate size of 500mm x120 mm shall be less than the Total Cost per Set for a plate size of 340mm x200 mm]
D.	Providing and fixing complete set of HSRP inclusive of front	(for plate size of 340mm x200	(for plate size of 340mm		R4

S No (1)	Item (2)	Front Registration Plate (3) Rs.	Rear Registration Plate (4) Rs.	Third Registration Plate (Sticker) (5) Rs.	Total Cost per Set (Rs) (6) = (3) + (4) + (5)
	registration plate, rear registration plate, third registration plate, snap locks for Medium Commercial Vehicles/ / Heavy Commercial Vehicles and Trailer/combination	mm)	x200 mm)		
E.	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, snap locks for Agricultural Tractors	(for plate size of 285mm x45 mm)	(for plate size of 200mm x100 mm)	NA	A2

Note:

1. Break-up of the HSRP Fee shall be inclusive of all applicable taxes.
2. Provided also that in case of two wheelers, the front registration plate size of 285mm x45 mm shall also be permitted, but shall not be used for the purposes of evaluation of Financial Bid.
3. The cost of HSRPs for agricultural tractors shall not be used for the purposes of evaluation of Financial Bid.
4. Provided the size of the registration plate for power tiller shall be 285mm x45 mm and shall be exhibited in the front. Further in the case of trailer coupled to the power tiller, the size of the registration plate shall be 200mm x 100mm and shall be exhibited on its rear. However, the cost of the same shall not be used for the purposes of evaluation of Financial Bid.
5. The size of HSRPs for all vehicles shall always be as per Rule 50 & 51 of Central Motor Vehicle Rules 1989 and the Motor Vehicles (New High Security Registration Plates) Order, 2001 as amended from time to time.

Appendix VI - Annex 2

Calculation of HSRP Fee

S No (1)	Item (2)	Weightage (3)	Rate in figures (4) Rs. per Set (from Annex 1)	Rate in words (5) Rupees per Set	Total (Rs) (6) = (3) X (4)
A.	Providing and Fixing complete set of HSRP inclusive of front registration plate, rear registration plate, snap locks for all 2 wheelers – scooters, motorcycles, mopeds*	71%	R1		
B.	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, third registration plate, snap locks for 3 wheelers (passenger & goods) and invalid carriages	3%	R2		
C.	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, third registration plate, snap locks and fixing for Light Motor Vehicles/Passenger Cars	17%	R3		
D.	Providing and fixing complete set of HSRP inclusive of front registration plate, rear registration plate, third registration plate, snap locks for Medium Commercial Vehicles/ / Heavy Commercial Vehicles and Trailer/combination	9%	R4		
	HSRP Fee	100%	=A+B+C+D (in figures) (in words)		

Note: Calculation of the HSRP Fee shall be inclusive of all applicable taxes.

Appendix – VII - Letter of Award

_____th _____ 20__

Commissioner for Transport
5th floor, M.S.Building
Dr.B.R.Ambedkar Veedhi
Bangalore - 560 001

Bidder Name and Address

Kind Attn: Mr. _____

Sub: Letter of Award for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”.

Dear Sir,

1. We refer to your Bid dated _____ in response to our Request for Proposal (RFP) for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka” (“the Project”).
2. We are pleased to inform that your Financial Bid comprising HSRP Fee of Rs. _____ (Rs. _____) has been accepted and you have been declared as the Selected Bidder for the “Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”.

Please note that our acceptance of your Bid is subject to the following terms and conditions:

- (a) In terms of Clause 2.1.17 of the ITB, you are required to set up a Special Purpose Vehicle (SPV) duly incorporated under the Companies Act 1956. The constitution of such company should comply with the conditions of shareholder commitments mentioned in the ITB
- (b) Execution of the Concession Agreement with Agriculture Produce Marketing Committee in accordance with the conditions set out in the ITB.
- (c) In terms of the RFP and Concession Agreement, you are required to make/furnish Performance Security, as per the provisions of Clause 3.8 of the RFP and Clause in the form of an irrevocable bank guarantee of for a value of Rs. 5,00,00,000/- (Rupees Five Crore Only) in the manner provided in the Concession Agreement to the Transport Department, Government of Karnataka prior to or at the time of signing of Concession Agreement.
- (d) In terms of the RFP and Concession Agreement you are required to submit a certificate from the legal counsel with respect to your authority to enter into the Concession Agreement.

Kindly note, that this communication by itself does not create any right or contractual relationship with the Authority. Any such right or relationship shall come into effect only on your fulfilling the above said conditions and execution of the Concession Agreement.

Please acknowledge this letter within 7 (seven) days of receipt of the same and indicate a suitable date for execution of the Concession Agreement which shall in no case, be later than 30 (thirty) days from the date of your acknowledgement for this Letter of Award.

Yours faithfully,

For the Transport Department, Government of Karnataka

APPENDIX – VIII - Anti-Collusion Certificate

(Format for Anti-Collusion Certificate)

We hereby certify and confirm that in the preparation and submission of our **“Bid for Selection of PPP Partner for the Introduction of High Security Registration Plates in Karnataka”**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, (month/year)

.....
(Name of the Bidder)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:

1. On the Letterhead of the Bidder/Lead Member

To be executed by all members in case of a Consortium

APPENDIX – IX - Anti-Blacklisting Affidavit
Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted

(On a Stamp Paper of relevant value)

I, M/s. (single Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Transport Department, Government of Karnataka / any other entity Central/ State Government or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20....

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

To be executed separately by all the Members in case of Consortium

APPENDIX – X – OEM Certificate
Format for Technical Specification along with MAF (Manufacture Authorization Format)

The Bidder shall have to submit the MAF for each hardware items namely Server, PC, Printer, Switch, UPS, FIT, Web Camera, Network active components like switch cum router, load balancer, L3 switch cum router, etc required for the project along with the confirmation of the technical specification of the item while submitting the bid.

Sl. No.	H/w Name	Name of the OEM (with Make and Model) and Authorization letter from the OEM in the OEM's letter head	Detailed Specification (Separate Sheet for each item to match the tender specification of the HSRP project)

Schedule - 1 – Technical Specifications for Centralised Database Management System

i. Rack Mount Server

Item	Description of Requirement
Chassis	2 U Rack Mountable
CPU	One / Two Intel® Xeon ® E5-2600 product family processor with 2.5MB per core Cache ; Proposed servers should have Minimum 2.0 Ghz and four Cores per CPU.
Motherboard	Intel® C600 Chipset
Memory	32 GB DDR3 Registered (RDIMM) memory operating at 1333MHz, scalable to 768 GB.
Memory Protection	Advanced ECC (multi-bit error protection), Mirroring mode, Lockstep mode
Bays	Minimum 16 Hot Plug 2.5" hard disk bays / 8 Hot Plug 3.5" hard Disk Bays + CDROM/DVD Bay
Hard disk drive	3 X 146/300 GB SAS Hot plug 2.5" HDDs
Controller	SAS Raid Controller with RAID 0/1/1+0/5/5+0 with 256/512MB battery backed write cache (onboard or in a PCI Express slot).
Networking features	Dual Port Multifunction Gigabit Server Adapters (four ports total, Embedded or Slot based) with TCP/IP Offload Engine, including support for Accelerated iSCSI
Ports	USB 2.0 support With 5 total ports: (2) ports up front; (2) ports in back; (1) port internal
Bus Slots	Min. Seven PCI-Express slots (1 x16 PCIe Slot & 6 x8 PCIe Slots)
Optical drive (Internal / External)	DVD/CD-RW combo drive
Power Supply	Redundant Power Supplies
Fans	Redundant Fans
Compliance	The quoted system must conform to the following norms: FCC Class A, RoHS, CSA
Security	Hardware-based system security feature that can securely store information, such as passwords and encryption keys, which can be used to authenticate the platform. It can also be used to store platform measurements that help ensure that the platform remains trustworthy.
OS Support	Microsoft Windows Server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Oracle Enterprise Linux (OEL), Vmware, Citrix XenServer
Warranty	3 year warranty. Pre failure warranty on CPU, Memory and Hard disks
Remote Manageability Software	System remote management software should support browser based Graphical Remote Console
Server	The Server Management Software should be of the same brand as of the server supplier.

Management	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. Should support automatic event handling that allows configuring policies to notify failures via e-mail, pager, or SMS gateway or automatic execution of scripts.
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.

ii. PC System:

Genuine Windows 7 Professional/latest equivalent Windows operating system with required softwares for wordprocessing, spreadsheet, presentation etc
Processor
Intel(R) Core(TM) i5 3.30 Ghz processor or latest
Chipset
Intel Q7 Chipset or higher
Memory
4GB DDR3-1333MHz SDRAM expandable to 16GB through 4 DIMM Slots
Hard drive
1 TB SATA HDD 7200RPM or more
Monitor : 17" SVGA color TFT**
Graphics
256 MB
Primary optical drive
16x max. DVD/CD R/W with dual layer capabilities for cd/DVD writing
Networking : 10/100/1000 Base-T Ethernet
USB 2.0 : (minimum 4 nos. each on front & Rear) + VGA port
Integrated Audio
Multimedia keyboard with bilingual support
Optical mouse with pad
Network interface Integrated 10/100/1000Mbps (Ethernet)
Security: Chassis intrusion lock & Integrated 1.2 TPM embedded security
Compliance:
1. Energy Star 5.0 Compliant
2. 90 PLUS power supply
Volume: Should have space saving design & volume should not be more than 9 Liters.

iii. PMU Switch cum Firewall, Router, IPS, IDS

Sl. No.	Detailed Technical Specifications
1.0	General features:
1.1	Router should be multi feature to support Firewall, IDS,IPS, LAN ports and IPSEC.
1.2	Router should have minimal performance degradation when running advanced services such as stateful firewall, IPS and IPsec.
1.3	Router should also have Firewall and IPSEC from Day 1.
	Hardware and interface requirements
1.4	Router should have 8 slots.
1.5	Router should have at least 24 x 10/100/1000 ports (can be provided through external switch) and 2 Serial ports.
1.6	Router should support modular LAN and WAN connectivity options including T1/E1, serial V.35.
1.7	Router should have internal redundant power supply.
1.8	Router should have 2 GB RAM and 2 GB Flash
1.9	Router should support 10G interface.
	Performance requirements
1.10	The device should have a minimum Routing performance of 1000 Kpps
1.11	The device should have a minimum IPsec forwarding performance of 1 Gbps
1.12	The device should support wire speed IPS performance of with provision for signatures upgrade (hardware to be provided if supported through external device).
1.13	IPS Engine should support complete security with concurrent Signatures
	Quality of Service (QoS) requirements
1.14	It should be possible to configure maximum bandwidth and guaranteed bandwidth
1.15	Routers should support Marking, policing, and shaping
1.16	Routers should support congestion management features like WRED
	Routing protocol support
1.17	The Router should support IPv4 and IPv6 routing
1.18	The Router should support VRRP, RIP, OSPF, IS-IS, BGP
1.19	The Router should support ECMP

Sl. No.	Detailed Technical Specifications
1.20	Routers should support IPv6 Routing features
1.21	OSPFv3
	Multicast and Management Features
1.22	Multicast Listener Discovery (MLD)
1.23	IPv4 Multicast features
1.24	IGMP v1/v2/v3
1.25	Routers should support SNMPv2 and SNMPv3
1.26	Real-Time Performance Monitor—service-level agreement verification probes/alerts
	Power Rating
1.27	Should provide Internal Dual Redundant AC Power Supply-100-240 V
	Certifications
1.28	Router should be EAL Level or Higher certified
1.29	FCC Class A ,UL 60950, EN55022 and ROHS

iv. 136 Col DMP

Item	Minimum technical specification
Print Method	Serial Impact Dot Matrix
Print Direction	Bi-directional logic seeking
Print Head - Type	24-Wire
Print Width	136 - Column
Print Head Life	200 Million Characters
Print Speed	
Character Pitch (cpi)	15 12 10
High Speed Draft (cps)	>300 >360
Draft (cps)	>250 >300 >375
Letter Quality (cps)	>80 >100 >125
Draft - ISCII (cps)	250
LQ - ISCII (cps)	41
Resident Printer Fonts	
Draft	Draft, High Speed Draft

Item	Minimum technical specification
Letter Quality	Roman,SansSerif,Courier, Prestige,Script,Script - C,Orator,OCR-B,Orator - S
Letter Quality Scalable Fonts	Roman & Sans Serif (8 - 40 Points)
Resident Barcode Font	Code 3 of 9
Paper Handling	
Paper Path-Standard	Top, Rear and Bottom
Continuous-Tractor Feed- Standard	Convertible Push & Pull
Paper Size	
Continuous From Width	4 - 16"
Cut sheets Width	7.2 - 16.1"
Paper Thickness (max) - Tractor feed	0.3mm
Paper Thickness (max) - Friction feed	0.3mm
Copy Capability	1+3 with Carbon
Consumables - Ribbon	
Type	Ribbon Cassette
Color	Standard Black
Buffer (Kilo Bytes)	100 KB
Acoustics - Noise Level	55 Db (A)
Interface	
Standard	IEEE-P1284A Parallel & USB (Auto interface switching)
Electrical Specifications	
Operating Voltage	150-270 V AC
Mains Frequency	47 - 63 Hz
Power (Standby)	12W
Environmental - Operating Conditions	
Temperature	5 to 45 C
Relative Humidity	10% to 80%

v. Multi-functional Printer

Item	Minimum technical specification
Application	Network-ready, highvolume, highperformance, two-sided printing, copying, scanning, digital sending, and analog faxing

Paper Input	1,100-sheet capacity:
	100-sheet multipurpose tray 1 and two 500-sheet input trays 2 and 3
	(Optional: 2,100-sheet capacity via two additional 500-sheet input trays 4
Paper Output	500-sheet output bin
Copying/Scanning	Via 50-sheet reversing automatic document feeder or color flatbed scanner
Faxing	Standard
Digital sending	Send to e-mail or network folder; advanced digital sending with optional software
Automatic Two-Side Printing	Standard
Memory/storage	256 MB DDR RAM (fixed), expandable to 512 MB via one open DDR DIMM slot;
	Memory Enhancement technology (MEt); 40 GB hard disk
Connectivity	Fast Ethernet-10/100Base-TX Ethernet embedded print server; Hi-Speed USB 2.0 port;
	EIO slot; Foreign Interface port; analog fax port

vi. RTO Switch cum router

Sl. No.	Detailed Technical Specifications
1.0	General features:
1.1	Router should be multi feature to support Firewall, IDS,IPS, LAN ports and IPSEC.
1.2	Router should have minimal performance degradation when running advanced services such as stateful firewall, IPS and IPsec.
1.3	Router should also have Firewall and IPSEC from Day 1.
	Hardware and interface requirements
1.4	Router should have at least 8 x 10/100/1000 ports, 1 Serial port and 1 free slot for future scalability.
1.5	Router should support modular LAN and WAN connectivity options including T1/E1, serial V.35.
1.6	Device should have minimum 512MB Ram and 512 MB Flash
	Performance requirements
1.7	The device should have a minimum Routing performance of 200 Kpps

Sl. No.	Detailed Technical Specifications
1.8	The device should have a minimum IPSec forwarding performance of 80Mbps
1.9	The device should support minimum IPS performance of 50 Mbps with provision for signatures upgrade.
1.10	IPS Engine should support complete security with concurrent Signatures
	Quality of Service (QoS) requirements
1.11	It should be possible to configure maximum bandwidth and guaranteed bandwidth
1.12	Routers should support Marking, policing, and shaping
1.13	Routers should support congestion management features like WRED
	Routing protocol support
1.14	The Router should support IPv4 and IPv6 routing
1.15	The Router should support VRRP, RIP, OSPF, IS-IS, BGP
1.16	The Router should support ECMP
1.17	Routers should support IPv6 Routing features
1.18	OSPFv3
1.19	Ethernet Ports should provide both LAN & WAN protocols
	Multicast and Management Features
1.20	Multicast Listener Discovery (MLD)
1.21	IPv4 Multicast features
1.22	IGMP v1/v2/v3
1.23	Routers should support SNMPv2 and SNMPv3
1.24	Real-Time Performance Monitor—service-level agreement verification probes/alerts
	Power Rating
1.25	Should Support single AC Power Supply- 100-240 V
	Certifications
1.26	Router should be EAL Level or Higher certified
1.27	FCC Class A ,UL 60950, EN55022 and ROHS

vii. Android Mobile set with the facility to capture photograph with Latitude and Longitude

viii. 42 U Rack

Minimum technical specification
<ul style="list-style-type: none"> • 42U 42 " Deep Server Rack Enclosure w/Sides Black • 80"H x 24"W x 42 "D • Front Door with toughened safety glass, rear vented steel door • Perforated Roof Top Features Four 5.5" x 2" cutouts for cable entry • Lockable front & Rear doors and side panels • Floor Type • Redundant Power Distribution • With cable manager , power supply, cooling fans and tray to accommodate all the above servers

ix. 10 KVA online UPS

Input (Rectifier)	Description	Compliance
Nominal AC Input Voltage	1 Phase 230V AC, 3 Wire System	Yes/No
I/P Voltage Range	165 V AC - 276 V AC	Yes/No
Frequency range	46 Hz to 54 Hz	Yes/No
Power Factor	≥ 0.99	Yes/No
Output (Inverter)		
Voltage	230V	Yes/No
Voltage Regulation	± 1%	Yes/No
Frequency (Free running)	50 Hz +/- 0.05%	Yes/No
Output Waveform	Pure Sine wave	Yes/No
Harmonic Distortion (THD)	<3% (Linear Load) / < 5% (Non-Linear Load)	Yes/No
Power Factor	0.7 lag	Yes/No
Crest Factor	3:1	Yes/No
Efficiency (AC - AC)	> 90%	Yes/No
Inverter Overload Capacity	125% for 10 Minutes 150% for 60 Seconds	Yes/No
Battery		
Battery AH & Type	12V/150AH ; C10 Rated Industrial Grade Tubular Batteries	Yes/No
DC Bus	180V DC	Yes/No
Battery Make	Exide / Southern / Prime	Yes / No
Charger	Constant Voltage Contant Current	Yes/No
Communication Interface		
Standard	RS 232 port for software interface	Yes/No
Optional	SNMP Management / Web enabled interface / AS 400 Card	Yes/No
General		

Input (Rectifier)	Description	Compliance
Operating Temperature	0°C - 40°C	Yes/No
Humidity	0-95% RH, Non condensing	Yes/No
Noise Level	<55 dB @ 1 Meter	Yes/No
Indication	Mains ON, Inverter ON / OFF, Battery Low, Inverter Overload, Load On Inverter, Load on Bypass, Over Temperature	Yes/No
Audible Alarm	Mains Failure Alarm, Low Battery Alarm, Overload and Load on Bypass	Yes/No
Protection	Advanced Electronic protection for device safety backed with MCBs	Yes/No
	Soft start feature for rectifier and inverter, Battery current limiting	Yes/No
	Built-in overload protection, output short-circuit protection	Yes/No

x. One KVA Line Interactive UPS

Description	
Input Characteristics	
Voltage Range (VAC)	150-305
Frequency (Hz)	50 +/- 6%
Phase	Single Phase, Three – Wire
Waveform	Sinewave
Battery Voltage (VDC)	24
Battery	12V/7AH
Back-up	30 minutes for Single P4 Pc with 15 " Monitor and 1 Printer
Inverter Output	
Capacity (VA/W)	1000/700
Voltage (VAC)	230+/-5% (Battery), 202-253(AC)
Frequency (Hz)	50 +/- 0.2% (BAT)
Switching Time	Typical value 6 ms, including detection time and switching time
Efficiency	77% Batt Mode
Overload Capacity	
Utility Power	Load >= 200% - 3 seconds, Load >= 100% - 5 minutes
Battery	Load + 150%-1 second, Load >= 100%-30 seconds
Other Characteristics	
Backup Time	2 Hours

Description	
Recharge Time	8 Hrs for 90% charge
Communication	RS 232 support UPSilon2000 / Power manager
Alarm	Output overload, Battery under voltage, Utility power abnormal, UPS breakdown
Panel Indication	LCD shows UPS operation status
Sound Level (db)	<55
Protection	Battery low protection, Overload protection, Short circuit protection, Temperature protection
Relative Humidity	0-95% without condensation
Environment Temperature	1-40°C

xi. KVM Switch for PMU

Minimum technical specification
One number of 18 port IP based KVM switch for centralized monitoring of servers along with 8 cables, converter and connectors for server connectivity. 19" TFT-LCD collapsible flat panel monitor console kit with keyboard and mouse including cables (1U). 1 Local, 2 Remote with necessary user licenses 10/100/1000 Mbps PS2/USB

xii. Scanner

Item	Minimum technical specification
Scan speed	20 ppm or higher in Simplex / 30 ppm or higher in duplex
Scanner Type	ADF + Flatbed
CCD	24 bit or higher
Two sided scanning	Automatic
Scan Resolution, Optical	600 dpi or higher
Grayscale Levels	256
Media types supported	Paper (plain,inkjet, photo)
Scan File Formats	Windows: TIFF, TIFF compressed, Bitmap, DCX, PCS, JPEG, GIF, Flasix, Plain Text, PDF, HTML, Rich Text Macintosh: TIFF, PICT, JPEG, GIF, Flasix, Plain
Connectivity /System Interface	USB 2.0
Compatible OS	Microsoft 7/XP/Vista Professional
Energy star qualified	Yes
Duty cycle (daily, A4)	1000 sheets/day
ADF Capacity	40 sheets or more

xiii. FIT – Bio Metric Device

Item	Minimum technical specification
Fingerprint Sensor Type	Optical
Fingerprint Technology	Surface enhanced Irregular Reflection Optic Technology (SEIR)
Image Resolution	Ultra Precise, FBI Compliant 500dpi +/- 2% or better
Auto On	Automatically Detect Finger
Verification Time	Less than 1 minute
Latent Fingerprint Check Delay	0.01 second
Image Size	258x336 pixels
Lifetime	60,000 hrs or higher
Ambient Light tolerance	5000 Lux or higher
Image Capture Speed	0.1 seconds in smart capture mode (continuous), 0.80 seconds(snapshot)
Image Gray Scale /Image type	8 Bit gray level, 256 shades
Image type	Non - Loosy
Image compression support	8 bit RAW, WSQ Support desirable
Platen Size	16.1 mm * 18.2 mm
Effective Sensing Area	12.7 mm * 16.8 mm
Sensing Prism Hardness	750 Hk (6.8 Mohs)
Certification and Compliance	FCC,CE , ROHS
Features	Scratch proof /hardened fingerprint area, maintenance free, long life
Multiple Device Connectivity	Allows multiple fingerprint devices to be connected to one computer at the same time
Operating Humidity	< 90% relative, non-condensing
Electrical Supply	Via USB/Serial port, No separate power supply, 5V +/- 5%
Communication, speed	USB 2.0 High speed, 12mbps or higher
Supported Operating System	Windows 7,Win XP, Win Server 2008 R2 or higher compatible, Linux, Suse, Red Hat, Fedora ,Supporting Windows 64 Bit Drivers and SDK
Device Drivers	Microsoft Windows Drivers should be certified
Microsoft Certification and	Should be Designed for Microsoft Windows Server 2003" and "Designed for Microsoft Windows XP" approved product
Microsoft Hardware Quality	Should be Microsoft Windows Hardware Quality Lab's compatible

Item	Minimum technical specification
Standards supported & for Fingerprint Minutiae Format for Data Exchange	ANSI-INCITS 378-2004 The finger print captured and verification should follow ISO 19794-4 and ISO 19794-2 standard
Standards supported	BIOAPI, CBEFF
UID	UID Compliance/Certified

xiv. Web Camera

Item	Minimum technical specification
Resolution	24 bit Colour, Minimum 480 x 640 pixel
Interface to Host	USB/Com Port with 3 mt. Cable
Formats to be Supported	BMP, JPG, GIFF
Light Adjustments	Auto
Compatibility Standard	Twain
Frame Rate	30 fps@ QCIFC (176*144)
Software	S/w for Picture capture
Image Sensor	Image Sensor 1/4 " Progressive Scan
Supported Operating System	Windows XP, Linux, Windows 7 (64 bit)

xv. Load Balancer for PMU

Link Load Balancer
Hardware
Should be appliance based solution with purpose built hardware and dual power supply.
Intel based Quad core CPU with 8 GB RAM to support multiple features and load balancing functions.
The appliance should have minimum 4 triple speed gigabit 10/100/1000 copper ports.
The appliance should have 3 Gbps of system throughput and scalable to 4 gbps on same appliance.
Should provide 2M concurrent connections and scalable to 4M.
Load balancing Features
Support for multiple internet links in Active-Active load balancing and active-standby failover mode.
Should support Outbound load balancing algorithms like round robin, Weighted round robin, shortest response, target proximity / dynamic detection.
Should support inbound load balancing algorithms like round robin, Weighted round robin, target proximity /dynamic detection.

Should support Static NAT, Port based NAT and advanced NAT for transparent use of multiple WAN / Internet links.
IPV6 support with IPv6 to IP4 and IPv4 to IPv6 translation and full IPv6 support.
In case of link failure, device should detect it in less than 30 seconds and divert the traffic to other available links.
Shall provide individual link health check based on physical port, ICMP Protocols, user defined I4 ports and destination path health checks.
Should provide mechanism to bind multiple health checks, support for Application specific VIP health check and next gateway health checks.
Should support persistency features i.e. RTS (return to sender) and ip flow persistence.
High Availability and Cluster
Should provide comprehensive and reliable support for high availability based on Per VIP based Active-active & active standby unit redundancy mode. Statefull session failover with Connection mirroring support Appliance should not have any limitations for connection mirroring Should support USB based FFO link to synchronize configuration at boot time of HA Support for multiple communication links for realtime configuration synchronizations including HA group, gateway health check, decision rules, SSF sessions etc.. and heartbeat information Must have support for secondary communication link for backup purpose should support floating IP address and group for satefull failover support. Applinace must have support 256 floating ip address for a floating group should support built in failover decision conditions including unit failover, group failover and reboot should also have option to define customized rules for gateway health check - the administrator should able to define a rule to inspect the status of the link between the unit and a gateway Configuration synchronization at boot time and during run time to keep consistence configuration on both units.
Should support global load balancing algorithms like global round robin (grr), VIP based weighted global round robin, global connection overflow, global least connections, IP overflow, Proximity etc.,
Security and Application Performance
Should provide performance optimization using TCP connection multiplexing, TCP buffering and IEEE 802.3ad link aggregation.
should support TCP optomization options including windows sacling, timestamp & Selective Acknowledgement for enhanced TCP transmission speed.
TCP optimization option configuration must be defined on per virtual service basis not globaly.
optional software based compression for HTTP based application,SSL acceleration and high speed HTTP processing on same appliance.

Should support QOS for traffic prioritization, CBQ , borrow and unborrow bandwidth from queues.
Should provide QOS filters based on port and protocols including TCP, UDP and ICMP Protocols.
Should support rate shaping for setting user defined rate limits on critical application.
should support integrated firewall module to protect the device itself from network based DOS and DDOS attacks.
Appliance should have security features like reverse proxy firewall, Syn-flood and dos attack protection features from the day of installation .
Centralized Management
Must provide single window centralized management for SSLVPN, Application load balancer and link load balancer.
Must be appliance based centralized management solution in HA mode not software based .
Management appliance should have 4GB memory and 4*10/100/1000 copper ports
Visibility to quickly identify and isolate performance problems in the application, device or network problems
Real time monitoring, over 30 different types of Layers 2-7 system status and traffic graphs with simultaneous views of multiple graphs for each managed device
Perform software upgrades, rollback and patches on one or more devices. Reuse configuration templates between similar devices or device groups
should provide role based administration with different privilege levels with audit logs for troubleshooting and compliance
The appliance should provide detailed logs and graphs for real time and time based statistics
load balancer appliance must support multiple configuration files with 2 bootable partitions for better availability and easy upgrade / fallback.
The system should support led warning and system log alert for failure of any of the power and CPU issues