

**GOVERNMENT OF WEST BENGAL
TRANSPORT DEPARTMENT
WRITERS' BUILDINGS
KOLKATA-700 001**

INVITATION FOR BIDDING NO.:1/TD

DATED: 01/04/2010

**FOR INTRODUCTION OF SMART CARD BASED DRIVING LICENSES AND
REGISTRATION CERTIFICATES AND OTHER ASPECTS OF E-GOVERNANCE IN
THE TRANSPORT DEPARTMENT**

**IN THE RTO OFFICES OF DARJEELING, SILIGURI, KALIMPONG, JALPAIGURI,
ALIPURDUAR, COOCHBEHAR [Group 1]**

AND

**MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, NADIA, MURSHIDABAD
[Group 2]**

AND

**EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA,
BIRBHUM, [Group 3]**

BID SHOULD BE ON A GROUP BASIS AND SEPARATELY FOR THREE GROUPS.

PART I

INVITATION FOR BIDDING SMART CARD PROJECT

DISCLAIMER

*This Invitation for Bidding (IFB) document is issued by the **TRANSPORT DEPARTMENT, Government of West Bengal.***

The IFB is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this IFB or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

*Whilst the information in this IFB has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither “**TD**” nor any of its officers or employees nor any of their technical/financial advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this IFB or on which this IFB is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.*

*The information contained in this IFB is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither “**TD**” nor any of its officers, employees nor any of its technical/financial advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this IFB or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this IFB and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project.*

*This IFB includes certain statements, estimates, projections, targets and forecasts with respect to the Smart Card Project. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of “**TD**”, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representative or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this IFB is, or should be relied on as, a promise, representation or warranty.*

This IFB has been prepared by and issued by “TD”. Information and references relating to “TD”, Government of India (GoI), and other Governmental Agencies are thought by “TD” to be correct at the time of issue of this IFB but they have not been approved by GOI or other Governmental Agencies for inclusion in this IFB in the form and context in which they appear. “TD” consequently makes no representation as to the accuracy of such information and references and it cannot be inferred from this IFB or any party thereof that GOI or Governmental Agency accepts responsibility for, or agrees with it or any part of it.

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Advertisement

IFB Notice No. 1/TD

Dated – 01/04/2010

**Government of West Bengal
Transport Department
Writers' Buildings, Kolkata -700 001**

TENDER NOTICE

NOTICE INVITING BIDS FOR PRIVATE PARTICIPATION IN SMART CARD SYSTEM (FOR DRIVING LICENSES AND REGISTRATION CERTIFICATES) IN THE RTO OFFICES OF DARJEELING SILIGURI, KALIMPONG, JALPAIGURI, ALIPURDUAR, COOCHBEHAR [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, NADIA, MURSHIDABAD [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3].

The RTOs under **Transport Department** are to undertake modernization of transport administration and operationalisation of e-Governance by issuance of smart card based driving license and registration certificates in the RTO offices of Darjeeling, Siliguri, Alipurduar, Kalimpong, Jalpaiguri, Coochbehar [Group 1] and Malda, Uttar Dinajpur, Dakshin Dinajpur, Nadia, Murshidabad, [Group 2] and East Midnapore, West Midnapore, Contai, Purulia, Bankura, Birbhum, [Group 3] West Bengal through private agencies who shall establish the necessary infrastructure and undertake management of processes in accordance with the **Invitation For Bidding** (IFB) document. The successful bidder at the end of the bidding process may be awarded a contract to implement the project on a Build, Own, Operate and Transfer (BOOT) basis by the Transport Department, Government of West Bengal.

Interested parties can download the detailed particulars of IFB and Concession Agreement from the following website <http://kmrc.in>, from the sixth day of this Advertisement.

The bid documents must be submitted by **Hand Delivery /Regd. Post/Speed Post** in sealed cover to the Mr. R.K. Maity, IAS, Special Secretary, **Transport Department**, Government of West Bengal, Writers' Buildings, Main Block, 2nd floor, Kolkata -700 001 on or before 1500 hours and will be opened on 1600 hours on the same day as per schedule of Bidding process indicated in the Instructions to the Bidders in the IFB document. IFB documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.

By Order of Transport Department
Government of West Bengal

Schedule of Bidding Process

Date	Activity
D1= 31.03.2010	Advertisement for tender notice to be issued by “TD” in two English dailies (The Times of India, The Telegraph), two Bengali dailies (The Anandabazar Patrika, The Ganashakti) and one Hindi Daily (The Viswamitra).
D2=D1+6 06.04.2010	Bid document to be available on http://kmrc.in (specified in the advertisement) which can be downloaded by prospective bidders up to D4+10.
D3=D2+10 16.04.2010	Last date for Request for Proposal (RFP) by which written confirmation by the prospective bidders of their Intention to bid alongwith queries on IFB and Concession Agreement must be received by Mr. R.K. Maity, IAS, Special Secretary, Transport Department , Government of West Bengal, Writers’ Buildings, Main Block, 2 nd floor, Kolkata -700 00.
D4=D3+7 23.04.2010	Pre-bid meeting at H.R.B.C. Conference room at HRBC Office, Munshi Premchand Sarani, Kolkata-700 021 at 11.00 AM.
D5 = D4 +10 03.05.2010	Last date for Down Loading of the IFB and Concession Agreement
D6=D5+04 07.05.2010	Last date for Proposal submission by bidders upto 3:00 PM and opening of bids at 4:00 PM same day.
D7=D6+10 17.05.2010	Evaluation of Pre Qualification Bid
D8=D7+6 24.05.2010	Presentation by the Pre-Qualified bidders and clarifications on the Technical Proposal
D9=D8+4 28.05.2010	Evaluation of Technical Proposal
D10=D9+6 03.06.2010	Opening of Financial Proposal in presence of bidders
D11=D10+10 14.06.2010	Evaluation of the Financial proposal, selection of concessionaire, Finalization of Recommendation to the Government
D12=D11+15 29.06.2010	Approval of the proposal by the Transport Department.
D13=D12+3 30.06.2010	Issue of letter of intent(LOI)
D14=D13+8 07.07.2010	Execution of Concession Agreement
TOTAL: 100 days	

PRICE OF IFB DOCUMENT: Rs. 20,000/-

Contents of IFB

PART I	INSTRUCTIONS TO BIDDERS
PART II	CONCESSION AGREEMENT

Part I: Instructions to Bidders

Volume I Bidding Process

I. The Project

I.1 Introduction

The **Transport Department**, Government of West Bengal proposes to undertake modernization of Transport Administration and Operationalisation of E-Governance as more specifically described in Part II (Project) of this Invitation for Bidding Document in various aspects of Transport Administration in West Bengal. The key tool being employed by **Transport Department** in this endeavor is use of information technology in administering the sector. For this purpose, **Transport Department** proposes to appoint private parties who shall establish the necessary infrastructure and undertake management of certain processes involved in administration of transport sector in West Bengal. Some of the initiatives in this direction include introduction of high security registration plates, smart card based driving licenses, registration certificates, permits and modernization of border check gates etc. However this IFB is restricted to introduction of Smart Card based Driving Licenses and Smart Card based Registration Certificate only.

In this regard, the **Transport Department of Government of West Bengal** (hereinafter referred to as “**TD**”) invites detailed proposals from interested parties (Bidders) in order to select a qualified party for implementing the project involving implementation and operation. in accordance with the terms and conditions of this document (hereinafter referred to as Invitation for Bidding Document or the IFB).

The party whose Proposal is accepted by “**TD**” at the end of the bidding process (the “Successful Bidder”) may be awarded a Concession on **Build Own Operate Transfer (BOOT)** basis (a draft of the Concession Agreement is provided in Part II of IFB) by “**TD**” to take up the Project at RTOs in Group 1/ Group 2/Group 3. The Concessionaire (the “Successful Bidder”, in case the Concession is awarded to it) shall be responsible for implementing the Project at its cost , expense and risk in accordance with the terms and subject to the conditions laid down in the Concession Agreement to be signed between the Successful Bidder and “**TD**”.

Past data pertaining to DL issuance and vehicle registrations at the RTOs in **Group 1/ Group 2/ Group 3** (Hereinafter referred to as **RTDs**) are to be given following **Appendix XIII to Appendix XVIII** respectively at the time of Pre-bid Meeting.

Credentials and pre-qualifications of the Bidder

- All items in the Tender should be quoted.
- The Bidder should be operational in the relevant field for at least 3 (three) consecutive years.
- The Bidder must have experience of at least 2 (two) installations of supply/installation/integration for the relevant components in India or outside. The documentary proof for the same must accompany the tender. The Bidder should submit a list of important customers served with documentary evidence along with the Bid.
- Original Specification sheet / Technical literature of each item offered should be

enclosed along with the technical bid. Bids without detailed specification will not be considered. The bidders should provide a complete chart with the names of the manufacturer, model no parts for each items offered by them.

- A Company/Consortium/Proprietorship firm/Partnership firm having due authorization of manufacturer(s) and being otherwise qualified will be eligible to bid. Copy of authorization certificate from manufacturer is to be submitted for all products to be supplied otherwise the bid may be rejected.
- All items in the Tender should be quoted. The items may be from different manufacturers, but the Bidders should provide one certificate owning the responsibility of integration along with manufacturer's authorization for such items.
- The bidder must have had an annual turnover of a minimum of Rupees Thirty Crores (30 Cr) per year for the last two years. **The turn over amount per year would be minimum Rs. 25 (twenty five) Crores in case of Public Sector Undertakings / Units. The annual turnover must be supported by CA Audit.**
- The organization should be having repute and be incorporated / registered in India. Annual reports of the bidder or parent organization should be available for review on request.
- The Bidder should mention in detail their support infrastructure including address, contact phone no. and fax no. in Kolkata and in India and modalities by which fast response to maintenance calls and minimum downtime will be ensured. Bidder must have their support services available in Kolkata. **Stock of spares should be available at Kolkata to ensure the uninterrupted functioning of the System.**
- The bidder shall furnish the documentary evidence that he has financial, technical and production capability necessary to perform the contract.

I.2 Brief Description of the Bidding process

The "TD" invites detailed proposals (Qualification Proposal, Implementation Proposal and Financial Proposal, together referred to as "Proposal") for undertaking the Project.

Based on the submissions made in the Proposal and any other submissions requested by "TD" and in line with the terms and conditions of this IFB, "TD", may select one of the Bidders as the Successful Bidder. The Successful Bidder would have to enter into a Concession Agreement (provided in Part II of the IFB) and all other documents attendant or ancillary hereto and carry out its responsibilities as stipulated therein.

The terms used in IFB and not defined herein shall have the meaning ascribed thereto in the Concession Agreement.

I.3 Qualified Bidder

Parties intending to submit their Proposals must fulfill the conditions (Qualified Bidder) specified at Clause II.1.2.

The Bidder can be a single entity or a group of entities (hereinafter referred to as Consortium), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both the single entity as well as Consortium, provided however that any such consortium shall not consist of more than two entities.

I.4 Proposal Preparation

The Bidder's proposal must respond to each and every requirement outlined in this IFB in order to be considered responsive. Proposals must be clear and concise, mentioning international standards, technology with possible upgradability and extendibility, and also should mention proprietary technology (if any) in the product and in its interfaces.

The Bidders submitting proposal not crossing the last date of submission, may be afforded an opportunity for discussion and revision.

The "TD" will not be responsible for any expenses incurred by the Bidder(s) in preparing and submitting the RFP.

The "TD" reserves the right to cancel/withdraw this Tender, to reject any proposal, to waive minor irregularities in proposals or to allow the Bidder(s), to correct a minor irregularity if the best interest of "TD" is served by doing so.

I.5 Contents of IFB

The IFB consists of following volumes and would include any addenda issued in accordance with clause I.9 of IFB.

Part I	INSTRUCTIONS TO BIDDERS
Part II	DRAFT CONCESSION AGREEMENT

I.6 Availability of IFB and Intimation to "TD"

Bid documents will be available on <http://kmrc.in> from the sixth day of advertisement as noted at D2- schedule for Bidding Process. Prospective bidders intending to participate in this bidding process may download the IFB from the <http://kmrc.in> following "Schedule of Bidding Process" as noted at D5.

As how, the prospective bidders should provide intimation to "TD" ("Intimation to Bid") in the format provided at Appendix I so as to reach the address given at para IV of Clause I.10.9 latest by the Last date of submission as given in the "Schedule for Bidding Process at D3. "TD" or its agents and advisors shall not be responsible for incapability of the intending bidders to download the IFB from the websites mentioned above nor for non receipt of the Intimation to Bid

I.7 Correspondence from “TD”

Notwithstanding anything contained in this IFB, all correspondence from “TD” shall be sent only to those bidders whose Intimation to Bid has been received by “TD” in accordance with Clause I.6 of Part I of this IFB. It may be noted that the pre-bid meeting will be held at HRBC office, Munshi Premchand Sarani, Kolkata-700 021 at 11.00AM following schedule of Bidding Process as noted at D4. No separate notices will be issued by the Transport Department.

I.8 Clarifications

A prospective Bidder requiring any clarification on the IFB may notify the “TD” in writing through post or facsimile. Bidders should send in their queries latest by the Last Date for Receiving RFP as given in the Schedule of Bidding Process at D3.

Copies of “TD”’s response will be forwarded in accordance with Clause I.7 of Part I of this IFB to bidders including a description of the enquiry but without identifying its source.

I.9 Amendment to IFB

- i. Before the deadline for submission of Proposal, “TD” may modify the IFB by issuing an addendum.
- ii. Any addendum thus issued shall be part of the IFB and shall be communicated in writing to all bidders in accordance with Clause I.7 of Part I of this IFB. Bidders shall acknowledge receipt of each addendum in writing to “TD”. The “TD” will assume no responsibility for postal delays.
- iii. To give prospective Bidders reasonable time in which to take addendum into account in preparing their Proposals, “TD” may, at its sole discretion, extend the Proposal Due Date.

I.10 Preparation and Submission of Proposal

I.10.1 Language of the Proposal

The Proposal and related documents and correspondence shall be in the English language. Supporting documents and printed literature furnished by Bidder along with the Proposal may be in any other language provided that they are accompanied by translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

I.10.2 Cost of Bid Document

Bidders while submitting the bid document shall furnish the account payee demand draft amounting Rs. 20,000 (Rs. Twenty Thousand only) payable at Kolkata in favour of “**West Bengal Transport Infrastructure Development Corporation Ltd**” as cost of the bid document which is non-refundable.

I.10.3 Currency of Proposal and Payment

The currency for the purpose of this IFB shall be the Indian Rupees (INR). All payments shall be made in INR.

I.10.4 Bid Security

- i. Proposals would need to be accompanied by a **Bid Security** for an amount of Rs **1,000,000/- (Rupees One Million only)**. The Bid Security shall be kept valid through the Proposal Validity Period including any extensions in the Proposal Validity Period as given in Clauses **DD/MM/YYYY** and **DD/MM/YYYY** respectively and would be required to be extended and further extended if so required by “TD”. Any extension of the validity of the Bid Security as requested by “TD” shall be provided to “TD” a minimum of seven calendar days prior to the expiry of the validity of the Bid Security being extended. “TD” reserves the right to reject the Proposal submitted by any Bidder who fails to extend the validity of the Bid Security in line with the provisions of this clause.
- ii. The Bid Security shall be in the form of an irrevocable Bank guarantee issued by a Bank in favour of “TD”, as per the format set out in Appendix II of the IFB.
- iii. For the purpose of this clause, “Bank” means a scheduled bank, other than a Co-operative bank, incorporated in India and having a minimum net worth of **INR 10,000,000,000.00 (Indian Rupees ten billion)** only and having a branch at Kolkata, West Bengal.
- iv. The Bid Security of the Bidders whose Pre-Qualification Proposal or Technical Proposal gets rejected will be returned within a period of four weeks from the date of intimation of such rejection. The Bid Security of the Bidders whose Pre-Qualification Proposal and Technical Proposal are accepted but whose Financial Proposal is rejected, shall, subject to the provisions of this clause, be returned within a period of six (6) weeks after the Appointed Date as defined in the Concession Agreement. The Bid Security submitted by the Successful Bidder shall be released in accordance with Clause 4.1.1 of the Draft of Concession Agreement as provided in Part II of this IFB.
- v. The Bid Security shall be forfeited in the following cases:
 - If the Bidder withdraws its Proposal except as provided in Clause I.10.6;
 - If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - If the Successful Bidder fails to provide the Inception Fee and/ or Performance Security within the stipulated time or any extension thereof provided by “TD” at its sole discretion.

I.10.5 Proposal Validity period

Proposal shall remain valid for a period not less than 180 days (6 months) from the Proposal Due Date and any extensions thereof (Proposal Validity Period). “TD” reserves the right to reject any Proposal, which does not meet this requirement.

I.10.6 Extension of Proposal Validity period

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, “TD” may request the Bidders to extend the period of validity for a specified additional period. Such request from “TD” will be in writing and will clearly indicate the last date by which the Bidders shall convey, in writing their acceptance or otherwise to the above mentioned request of “TD”. Bidders who do not convey their acceptance in writing by the last date stipulated by “TD” in this regard shall be deemed to have refused “TD”’s request and the Proposal submitted by such Bidders will be rejected by “TD”. However, the Bid Security of such Bidders shall not be forfeited. A Bidder may refuse the request without forfeiting its Bid Security, by conveying its refusal in writing to “TD” within the last date stipulated by “TD” in this regard. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause I.10.4 of Part I of this IFB in all respects. For the avoidance of doubt, those Bidders who refuse and/or are deemed to have refused “TD”’s request for extension of validity of the Proposal in accordance with this clause, shall not be considered for selection of Successful Bidder.

I.10.7 Project Inspection and Visits

Prior to attending Pre-Proposal Meeting and submission of Proposal, the prospective Bidders are advised to, at their own cost and risk, visit and inspect the Regional Transport Offices (RTOs) and other offices of “TD” relating to the Project and their surroundings and the neighboring areas and obtain all information that may be necessary for preparing the Proposal. For the avoidance of doubt, costs of visiting the sites shall be borne by the Bidder. “TD” shall not be liable for such costs, regardless of conduct or the outcome of the Bidding process. However, “TD” may through its representatives allow the bidders or their authorized Representatives to visit and inspect the RTOs.

I.10.8 Bidders’ Responsibilities

(a) The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of IFB will be at the Bidder’s own risk.

(b) It would be deemed that prior to the submission of the Proposal, the Bidder has:

- i. made a complete and careful examination of requirements and other information set forth in this IFB;
- ii. received all such relevant information as it has requested from “TD”; and
- iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The RTOs and other offices of “TD” relating to the Project
 - Existing facilities and structures
 - The conditions of the access roads and utilities in the vicinity of the RTOs
 - Conditions affecting transportation, access, disposal, handling and storage of the materials.
 - Population of registered vehicles in the State including historical trends of registration of vehicles

- All other matters that might affect the Bidder's performance under the terms of this IFB and the Concession Agreement.
- (c) "TD" shall not be liable for any mistake/error/neglect by the Bidder in respect of the above.
- (d) Each Bidder shall submit only one (1) Proposal for each **GROUP** in response to this IFB. Submission of more than one proposal for any single **GROUP** by any Bidder shall be sufficient grounds for disqualification of the Bidder and rejection of the Proposals submitted by it.

I.10.9 Pre-Bid Meeting

- i. To clarify and discuss issues with respect to the Project and the IFB, "TD" shall hold Pre-Bid Meeting on the date specified in the Schedule of Bidding Process as noted at D4. The details of the meeting will be not communicated separately to the Bidders in accordance with Clause I.7 of Part I of this IFB.
- ii. Prior to the Pre-Bid Meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Concession Agreement. Bidders must formulate their queries / proposed deviations and forward the same to "TD" before Last Date for Receiving RFP as specified in the Schedule of Bidding Process at D3. "TD" may amend the IFB based on inputs provided by Bidders that may be considered acceptable in its sole discretion.
- iii. Attendance of Bidders at the Pre-Bid Meeting is not mandatory. However, subsequent to the meeting, "TD" may not respond to any queries from Bidders.
- iv. All correspondence/ enquiry in this regard should be submitted to the following in writing by fax/ post/ courier:

**Mr. R.K. Maity, IAS, Special Secretary, Transport Department,
Government of West Bengal, Writers' Buildings, Kolkata -700 001
Phone: 033-22145260, Fax: 033-22145260,
E-mail: ranajit.ss@gmail.com**

- v. No interpretation, revision, or other communication from "TD" regarding this solicitation is valid unless in writing and duly signed by the Officer of the "TD" and is published or forwarded to the bidders.

I.10.10 Bidder's to follow IFB and Concession Agreement

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

I.10.11 Format and Signing of Proposal

- i. The Bidder would provide all information as per this IFB. **“Evaluation Committee of TD”** reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this IFB.
- ii. The Proposal should be submitted in three parts (each a Part and together Parts) as described below:

“Part 1: Pre-Qualification Proposal”, which will consist of the details specified at II.1 of this IFB [volume-II].

“Part 2: Technical Proposal”, which will consist of the details specified at II.2 of this IFB. [volume-II].

“Part 3: Financial Proposal”, which will consist of the details specified at II.3 of this IFB. [volume-II].

- iii. The proposal must contain detailed description of how the Bidder will provide each of the services outlined in the proposal with international standard interfaces with other components, and interoperability with different standards (if any). This may also include descriptions of any enhancements or additional services or qualifications the Bidder may provide that are not mentioned in the IFB.
- iv. Two hard copies of the proposal shall be submitted in a sealed package clearly marked with the name of the Bidder mentioning the “subject”. One of the copies shall be marked as "Original Copy" and will contain original signatures. The copy of original does not require original signatures. One Soft Copy in non-refundable CD shall also be submitted, along with presentation material, and supporting soft copy of brochure mentioning technological standards of the product and interfaces. All soft copy must be in portable document format (pdf).
- v. In case of discrepancies in proposals, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.
 - In case of discrepancy between the original and copies of bid, the original proposal will be considered correct.
 - In case of discrepancy between figures and words, the words will be considered correct.
 - In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly
- vi. The pages and volumes of the Proposal shall be clearly numbered and the contents of the Proposal shall be duly indexed.

- vii. The original and the copy of the Proposal shall be typed or printed. The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder holding the Power of Attorney as per the format provided in Appendix V of Part I of this IFB.
- viii. The Proposal shall contain no alterations or additions, except those to comply with instructions issued by “TD”, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- ix. An indicative pre-qualification checklist has been provided for convenience of bidders. The proposals shall be accompanied by documentary proof of criteria including but not limited to those mentioned in the pre-qualification check-list in the same order mentioned in the following table.

Pre-Qualification Checklist

Sl. No.	Criteria	Remarks (Mandatory / Optional)
1	Cost of Bid document	Mandatory
2	Earnest Money Deposit	Mandatory
3	Income Tax Clearance Certificate (preceding year)	Mandatory
4	Sales Tax / VAT Clearance Certificate.	Mandatory
5	Certificate of incorporation.	Mandatory
6	Memorandum and Articles of Association	Mandatory
7	Approval from competent Authority in case of foreign collaboration	Mandatory
8	Attested copy of the partnership deed incase of partnership firm and power of attorney to the representative of the firm who operates the tender	Mandatory
9	Certified quality document for the current year (ISO 9001:2000 or equivalent etc)	Mandatory
10	Audited Balanced sheet for last 3 years	Mandatory
11	Proposal document properly signed and Accompanied by the letter of authorisation from Head of the organisation.	

12	Audited Profit and loss statement for last 3 years	Mandatory
13	Three Client references with Name of the designated person, Address, Phone No., E-mail Address.	Mandatory
14	Trade license	Mandatory

x. List of Documents to be submitted along with the Tender

1. General Compliance Schedule
2. Price Schedules
3. Declarations
4. Information about the Bidder
5. ISO 9000 or equivalent certificate.
6. Attested copy of latest Income Tax Clearance Certificate.
7. Attested copy of Sales Tax Registration Certificate.
8. Demand Draft as cost of Bid document
9. Documents of Bid security
10. Credentials regarding experience.
11. Copy of Purchase Orders showing compliance against minimum order value criteria
12. Proof of Annual turnover
13. Audited Balance Sheet and profit & loss statement.
14. List of reference customers with contact details.
15. Technical literature and Original Specification sheets of each item offered.
16. Details of Maintenance and support infrastructure in Kolkata and in India.
17. Undertaking for providing comprehensive support for 10 years (5 years warranty + 5 years AMC)
18. Manufacturers' / Authorised dealership certificate.
19. Registered copy of Power of Attorney, if any.
20. Attested copy of Partnership Deeds, if any.
21. Agreement/MOU signed between consortium members.
22. Manufacturer's Authorization Certificate in respect of all products quoted.
23. Other relevant documents.

I.10.12 Sealing and Marking of Proposal

- i. The Bidder shall seal each Part (Pre-Qualification Proposal, Technical Proposal and Financial Proposal) of the Proposal in separate envelopes duly marking each envelope as "PRE-QUALIFICATION PROPOSAL", "TECHNICAL PROPOSAL" and "FIANANCIAL PROPOSAL" as appropriate. Each envelope shall also be marked as "ORIGINAL" or "COPY" as appropriate.
- ii. The Bidder shall put the envelopes enclosing the original of the Proposal (Pre-Qualification Proposal, Technical Proposal and Financial Proposal) in an inner envelope and seal the inner envelope. The envelopes enclosing copy of the Proposal (Pre-Qualification Proposal, Technical Proposal and Financial Proposal) shall be put inside another inner envelope and sealed. These inner envelopes shall be duly marked as "ORIGINAL" or "COPY" as appropriate. These two inner envelopes shall then be put inside an outer envelope.
- iii. The envelopes shall clearly bear the following identification:
'Proposal for the project involving introduction of Smart Card in DL and RC at the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] OR MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD, NADIA -[Group 2] OR EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM-[Group 3]. The envelope containing relevant proposals as stated herewith has to be submitted separately for each Group.

'Ref. : - IFB No. 01/TD dated 01.04.2010

- iv. Each of the envelopes shall indicate the complete name, address, telephone number (with city code) and facsimile number of the Bidder.
- v. Each envelope shall be addressed to, as provided in Sub-clause (iv) of Clause I.10.9 of Part I of the IFB.
- vi. "TD" reserves the right to reject any Proposal which is not sealed and marked as instructed above and "TD" will assume no responsibility for the misplacement or premature opening of the Proposal

I.11 Requirements for Proposals submitted by Consortium

I.11.1 Proposals submitted by a Consortium must fulfill the following conditions:

- a. The Consortium must be a Qualified Bidder in terms of provisions contained in Clause II.1.3 of IFB.
- b. The Proposal shall contain the required information for each of the members of the Consortium;
- c. One of the members of the Consortium shall be nominated and authorized, by the other member of the Consortium, as being in charge (Lead Member) and this authorization shall be supported by a Power of Attorney, in the format specified in Appendix VI, in favour of the Lead Member duly signed by the authorized signatory of the other Consortium Member.
- d. Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submitting the Proposal. The MoU shall, inter alia,

convey the intent to form an SPV, as a joint venture company which would enter into the Concession Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Concession Agreement, in case the Concession is awarded to the Consortium. The MoU shall also clearly give in detail, the proposed roles and responsibilities of each member at each stage and the proposed shareholding of the respective members of the Consortium in the SPV, which must be in compliance with clause I.11.2 of this IFB. A copy of the MoU shall be submitted with the Proposal;

- e. Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the MoU mentioned under (c) above, as well as in the Proposal and in the Concession Agreement; and
- f. All witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signatures. All signatures in the Proposal and other accompanying documents shall be dated.

I.11.2 Minimum Shareholding in SPV

- a. The members of the Consortium would be required to hold 100% (hundred percent) of the paid up share capital of the SPV until expiry of 5 (five) years from the date of execution of Concession Agreement
- b. Individual shareholding of any member of Consortium shall not be less than 40% of the paid up share capital of the SPV until expiry of 5 (five) years from the date of execution of Concession Agreement

I.12 Proposal Due Date

Proposal should be submitted before 1500 hours Indian Standard Time (IST), on the Proposal Due Date, as stated at D6 in the Schedule of Bidding Process, at the address provided in para (iv) of Clause I.10.9 of Part I of the IFB, in the manner and form as detailed in the IFB. Proposals submitted by either facsimile transmission or telex will not be accepted. Bid proposals So, received by Transport Department, will be opened in the presence of bidders at 4.00PM on the same day (D6) to as certain participant of bidders only.

“TD” may, in exceptional circumstances and at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause I.9.

I.13 Late Proposals and Evaluation of bid proposals:

- i. Any Proposal received after the time stipulated in Clause I.12 will not be accepted by “TD”.
- ii. An Evaluation Committee will be constituted by Transport Department and this committee will evaluate following schedule of Bidding process as noted at D7, D8, D9, D10 & D11.

I.14 Modifications / Substitution / Withdrawal of Proposals

- I.14.1 A Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by “TD” by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- I.14.2 The modification, substitution, or withdrawal notice shall be prepared in duplicate and each page of the notice shall be marked as “ORIGINAL” or “COPY” as appropriate. Each copy of the notice shall be sealed, marked, and delivered in accordance with Clause I.10.12, with the envelope being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- I.14.3 Withdrawal of a Proposal during the Proposal Validity Period would result in forfeiture of the Bid Security.

I.15 Proposal Opening Proceedings:

- I.15.1 Proposals for which an acceptable notice of withdrawal has been submitted pursuant to Clause I.14 shall not be opened. However, the names of such Parties will be announced in meeting held for opening of Proposal.
- I.15.2 “TD” will first open the envelope containing Pre-Qualification Proposal in the presence of Bidders or their designated representatives who choose to attend the same. The time and venue of the same shall be intimated by “TD”. The Bidders representatives who are present shall sign a register evidencing their attendance.
- I.15.3 “TD” after opening first envelope will confirm whether the Bidders have furnished the Bid Security as specified in this IFB. The Technical and Financial Proposals of the Bidders, who have not furnished Bid Security in the form as prescribed in this document, shall not be opened and such Proposals shall be rejected. The Technical Proposal and Financial Proposal of such Bidders shall be returned to them in an unopened condition by Registered AD Post. However, the names of such Parties will be announced in the meeting held for opening of Pre Qualification Proposals.
- I.15.4 The Technical Proposals of only Qualified Bidders shall be opened on the date of opening of Technical Proposal as per the Schedule of Bidding Process. Such Bidders shall be informed accordingly by “TD”, giving them reasonable time to depute their authorized representatives for attending the meeting to be held for opening of Technical Proposal.
- I.15.5 The Financial Proposals of only those Qualified Bidders, whose Technical Proposals are accepted by “TD” shall be opened on the date of opening of Financial Proposal as per the Schedule of Bidding Process. Such Bidders shall be informed by “TD”, giving them reasonable time to depute their authorized representatives for attending the meeting to be held for opening of Financial Proposals.
- I.15.6 The Bidder’s names, the Financial Proposal and such other details as “TD” may consider appropriate, will be announced at the opening of Financial Proposals.
- I.15.7 “TD” shall prepare a record of the meeting held for each Proposal opening, including the information disclosed to those present.

I.15.8 Proposals not opened and read out at the Proposal meeting shall not be considered further for evaluation, irrespective of the circumstances.

I.16 Responsiveness Criteria

I.16.1 Prior to evaluation of Proposals, “TD” will determine whether each Proposal is substantially responsive to the requirements of the IFB. A Proposal shall be considered responsive if the Proposal:

- I. Is received by the Proposal Due Date including any extension thereof pursuant to Clause I.12.
- II. Is signed, sealed and marked in the manner specified in this document.
- III. Is accompanied by the Bid Security in the form and manner and of the amount as specified in this IFB.
- IV. Contains all the information as requested in the IFB.
- V. Contains information in formats same as those specified in this IFB.
- VI. Mentions the Proposal Validity Period as set out in this IFB.
- VII. Provides the information in Reasonable Detail ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by “TD” without communication with the Bidder). “TD” reserves the right to determine whether the information has been provided in Reasonable Detail.
- VIII. There are no significant inconsistencies between the Proposal and the supporting documents.
- IX. No material changes are proposed by the Bidder to the Draft Concession Agreement

I.16.2 Proposal submitted by the Bidders shall be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the IFB including all amendments thereto made in accordance with Clause I.9 of this IFB, with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be rejected.

I.16.3 A Proposal that is substantially responsive (Substantially Responsive Proposal) is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- which affects in any substantial way the scope, quality, or performance of the Project, or
- which limits in any substantial way, inconsistent with the IFB, rights of “TD” or the obligations of the Bidder under the Concession Agreement, or
- which, when rectified, or otherwise, would affect unfairly the competitive position of other Bidders presenting Substantially Responsive Proposals?

I.16.4 “TD” reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by “TD” in respect of such Proposals.

I.17 Confidentiality

Information relating to examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. “TD” will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. “TD” will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

I.18 Clarifications

To assist in the process of evaluation of Proposals, “TD” may, at its sole discretion, seek clarifications in writing from any Bidder regarding his Proposal. The request for clarification and the response shall be in writing or by facsimile but no substantive change in the Proposal would be permitted. “TD”, may, in its sole discretion, disregard any clarification provided by the Bidder, pursuant to this clause. Failure by any bidder to provide such additional information as requested by “TD” in the stipulated format and by such time frame as indicated by “TD” shall render such bidder liable for rejection at the sole discretion of “TD”.

I.19 Proposal Evaluation

To assist in the conduct, examination, evaluation and comparison of Proposals, “TD” may utilize the services of Technical/ Financial/ Legal consultant(s) and/or advisor(s). The process of evaluation of the Proposal will be carried out in three stages as indicated in Clauses I.19.1, I.19.2 and I.19.3.

A single step two-envelope bidding procedure will be used for the evaluation. Under this process, the technical proposal will be opened and evaluated prior to opening and evaluating the financial proposal. The proposals will be examined and discussed as required with the bidder. The evaluation of the proposals will follow the steps outlined in this section.

Stage I - General Examination of Proposals (Evaluation of Pre - Qualification)

Stage II - Examination of Short-listed Technical Proposals (Weightage : 50%)

Stage III - Examination of Financial Bids (Weightage: 50%)

I.19.1 Stage I - Evaluation of Pre-Qualification Proposal

- I. In stage I, the Pre-Qualification Proposal submitted by each Bidder, who has submitted the cost of Bid document and Bid Security as specified in this IFB, will be opened and evaluated to determine:
 - Whether the Pre-Qualification Proposal submitted by the Bidder is Substantially Responsive. Bidders, whose Pre-Qualification Proposal is not found to be Substantially Responsive shall be rejected.
 - if the Bidder is a Qualified Bidder in terms of Clause II.1 of this IFB, on the basis of information provided by the Bidders as specified in clause II.1.1.

After completion of prefatory scrutiny by “TD”, the technically valid proposals will be sent to the technical committee for general evaluation. The technical committee will decide which deviations (including omissions and variations) or reservations identified at this point is material and therefore which proposals should be declared as not substantially responsive. If a proposal is not substantially responsive, it can be rejected and cannot be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

At the end of this stage, the committee will be agreed on:

- Those proposals which should not be considered for further evaluation
- Any clarification that should be requested from qualified bidders

Proposal submitted by such Bidders who are not found to be Qualified Bidders or whose Pre-Qualification Proposals are not found to be Substantially Responsive will be rejected. Such Bidders shall be intimated, in writing by “TD” about the rejection of their Pre-Qualification Proposal and the Technical Proposal and the Financial Proposals submitted by them will be returned to them, unopened. The Bid Security submitted by such Bidders will be returned to them as per Sub-clause (iii) of Clause I.10.4.

- II. Bidders whose Proposal are not qualified pursuant to this Clause I.19.1 shall be so intimated in writing by “TD”.

I.19.2 Evaluation of Technical Proposal.

- In Stage-II, the Technical Proposal submitted by the Bidders who are found to be Qualified Bidders pursuant to Clause I.19.1 will be evaluated.
- Prior to evaluating the contents of the Technical Proposal, “TD” would determine:
 - If the Technical Proposal is Substantially Responsive.
 - On being found to be Substantially Responsive, such Technical Proposal, will be evaluated by “TD” in accordance with following process.

Examination of Short-listed Technical Proposals (Weightage : 50%)

The short listed technical proposals shall be examined for completeness and clarifications if any, shall be sought for from the respective Bidders in case the same is considered essential.

Bidders may be provided the opportunity to revise their technical proposals to meet the functional requirement of “TD”. In case where the financial proposal is impacted by changes in the technical proposals, the bidders will be given an opportunity to make the necessary adjustments and submit within one week from notification, revised proposals as a supplement to the original submission. The revised technical and financial proposals must be consistent. However this proposal revision will be applicable to all bidders short listed for Technical Review.

Technical evaluation criteria, sub criteria and point system for the evaluation of Full Technical proposals are:

Sl.	Criteria	Points
1.	Compliance with available infrastructure	10
2.	Software & Technology proposed	40
3.	Vendor Track Record	20
4.	Implementation Road Map	
	Methodology	5
	Technical Manpower	15
	Scalability	10
Total		100

The minimum Technical Score required for qualifying for the Financial Proposal is 70 Points. The financial proposals for bidders whose technical score is less than 70 points will not be opened.

- iii. Proposals submitted by those Qualified Bidders whose Technical Proposals are, not accepted by “TD” or are not found to be Substantially Responsive will be rejected. Such Bidders shall be intimated, in writing by “TD” about the rejection of their Technical Proposal and their Financial Proposals will be returned to them, unopened. The Bid Security submitted by such Bidders will be returned to them as per sub clause (iii) of clause I.10.4.
- iv. Qualified Bidders, whose Technical Proposals are found to be Substantially Responsive and whose Technical Proposals are accepted by “TD” shall go on to the next stage of opening of Financial Proposal.

I.19.3 Evaluation of Financial Proposals

In Stage III, the Financial Proposals of those Qualified Bidders whose Technical Proposals are accepted will be evaluated in the following process.

Examination of Financial Bids (Weightage: 50%)

“TD” will determine whether the Financial Proposals are complete, i.e. whether the Bidder has included all components as per the tender document. The financial proposal shall have every item responded with clarity and to the point. Financial proposal shall be compared for the complete scope of work as per the Financial Proposal Schedule, inclusive of all taxes and duties. The price schedule shall also have the Unit Price Break-ups.

Overall Evaluation Marks

The combined marks of both the technical and financial proposals as per Weightage stated will determine the final, overall attained marks. Based on the total marks obtained, the first three vendors shall be ranked according to the marks obtained. The following is the methodology for calculating the total marks.

$$S = (C_{low} / C) * 0.5 + (T / T_{high}) * 0.5$$

$$\text{Final Marks (F)} = 100 * S$$

C_{low}	Lowest Price Bid
C	Price of the Current Bid
T_{high}	Highest Technical Score Obtained
T	Technical Score of the Current Bid

The Bidder offering the best Financial Proposal shall be declared as the Preferred Bidder. “TD” may either choose to accept the Financial Proposal of the Preferred Bidder or invite him for negotiations. Upon acceptance of the Price of the Preferred Bidder with or without negotiations, “TD” may declare the Preferred Bidder as the Successful Bidder.

I.20 Notification

“TD” will promptly notify the Successful Bidder by facsimile, confirmed by registered letter (the Letter of Acceptance or LOA), (to be issued in duplicate) that its Proposal has been accepted. The “TD” shall endeavor to issue the LOA to the Successful Bidder by the date mentioned against Issue of Letter of Acceptance in the Schedule of Bidding Process.

I.21 “TD”'s Right to Accept or Reject Proposal

- I.21.1 “TD” reserves the right to summarily accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Concession Agreement, without liability or any obligation for such acceptance, rejection or annulment.
- I.21.2 “TD” reserves the right to invite revised Technical and/ or revised Financial Proposals from Bidders with or without amendment of the IFB at any stage without liability or any obligation for such invitation and without assigning any reason.
- I.21.3 “TD” reserves the right to ask any or all of the bidders to furnish further information required by it during the bidding process. Any such requests for further or additional information may or may not be accompanied by any extension or change in the bidding schedule.
- I.21.4 “TD” reserves the right to reject any Proposal if:
 - At any time, a material misrepresentation is made or uncovered or
 - The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to disqualification of the Bidder. If such disqualification/ rejection occurs after the Financial Proposals have been opened and the Successful Bidder gets disqualified/ rejected, “TD” reserves the right to, either invite the next lowest Bidder to match the Financial Proposal submitted by the Successful Bidder; or take any such measure as may be deemed fit in the sole discretion of “TD”, including annulment of the bidding process.

I.22 Acceptance of Letter of Acceptance (LOA)

- I.22.1 The Successful Bidder shall accept the LOA and return the duplicate copy of the LOA, duly signed by the Authorized Signatory of the Successful Bidder as a token of acceptance thereof to “TD” , within the time frame stipulated in the Schedule of Bidding Process.
- I.22.2 The Concession Agreement shall be executed within the time frame specified in the Schedule of Bidding Process.
- I.22.3 Upon fulfillment of the conditions specified in Clauses I.22.1 and I.22.2, “TD” will promptly notify the other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned within the time frame indicated in para iii of Clause I.10.4.
- I.22.4 In the event the Successful Bidder does not comply with any one or more of the conditions stipulated under Clauses I.22.1 and I.22.2, “TD” shall, annul the award of Concession to the Successful Bidder and forfeit the Bid Security submitted by such Bidder. In such an event, “TD” may invite the next lowest Bidder and so on and follow the procedure specified in Clause I.19.3 and pursuant to successful negotiations declared such Bidder as the Successful Bidder and require such Successful Bidder to fulfill all requirements under this IFB for executing the Concession Agreement. “TD” may, at its sole discretion, annul the bidding process at anytime.

Schedule of Bidding Process

Unless revised or amended by “TD” the schedule of bidding process (Schedule of Bidding Process) shall be as under:

Schedule of Bidding Process

Date	Activity
D1= 31.03.2010	Advertisement for tender notice to be issued by “TD” in two English dailies (The Times of India, The Telegraph), two Bengali dailies (The Anandabazar Patrika, The Ganashakti) and one Hindi Daily (The Viswamitra).
D2=D1+6 06.04.2010	Bid document to be available on http://kmrc.in (specified in the advertisement) which can be downloaded by prospective bidders up to D4+10.
D3=D2+10 16.04.2010	Last date for Request for Proposal (RFP) by which written confirmation by the prospective bidders of their Intention to bid alongwith queries on IFB and Concession Agreement must be received by Mr. R.K. Maity, IAS, Special Secretary, Transport Department , Government of West Bengal, Writers’ Buildings, Main Block, 2 nd floor, Kolkata -700 00.
D4=D3+7 23.04.2010	Pre-bid meeting at H.R.B.C. Conference room at HRBC Office, Munshi Premchand Sarani, Kolkata-700 021 at 11.00 AM.
D5 = D4 +10 03.05.2010	Last date for Down Loading of the IFB and Concession Agreement
D6=D5+04 07.05.2010	Last date for Proposal submission by bidders upto 3:00 PM and opening of bids at 4:00 PM same day.
D7=D6+10 17.05.2010	Evaluation of Pre Qualification Bid
D8=D7+6 24.05.2010	Presentation by the Pre-Qualified bidders and clarifications on the Technical Proposal
D9=D8+4 28.05.2010	Evaluation of Technical Proposal
D10=D9+6 03.06.2010	Opening of Financial Proposal in presence of bidders
D11=D10+10 14.06.2010	Evaluation of the Financial proposal, selection of concessionaire, Finalization of Recommendation to the Government
D12=D11+15 29.06.2010	Approval of the proposal by the Transport Department.
D13=D12+3 30.06.2010	Issue of letter of intent(LOI)
D14=D13+8 07.07.2010	Execution of Concession Agreement
TOTAL: 100 days	

The schedule mentioned above is tentative and may undergo changes at the discretion of “TD”.

Volume II

Contents of Proposal and Criteria for Evaluation

II Contents of Proposals and criteria for Evaluation

II.1 Pre-Qualification Proposals

II.1.1 Contents

Each bidder shall submit the Pre-Qualification Proposal with the following contents:

- i. Cost of Bid document: A/c payee demand draft bearing no..... payable at Kolkata in favor of West Bengal Transport Infrastructure Development Corporation Ltd.;
- ii. Bid Security in the format and of the amount specified in Appendix II;
- iii. Details of Bidder as per the format given in Appendix IV;
- iv. Power of Attorney in favour of the duly authorized signatory of the Bidder (or of the Lead Member of the Consortium, as the case may be), in the format given in Appendix V;
- v. Copy of MoU entered into amongst the members of the Consortium (if applicable);
- vi. A Power of Attorney in favour of the Lead Member of the Consortium, executed by all members of the Consortium as per the format given in Appendix VI. (if applicable);
- vii. Details of experience of Bidder as per the format given in Appendix VII;
- viii. Financial Capability of Bidder as per the format given in Appendix VIII.

II.1.2 Criteria for Evaluation

Bidders submitting their Proposals must fulfill the conditions specified at (i) and (ii) below in order to be a qualified bidder (Qualified Bidder):

- i. **Bidder or Bidders:**
 - a. who have executed projects involving cumulative issuance of at least 150,000 (one lac fifty thousand only) smart cards each during the preceding 3 years ie 2006-07 to 2008-09., or
 - b. who have sponsored entities in which such sponsors, as on 15 (fifteen) days prior to the Proposal Due Date directly hold at least 40% equity stake and shall have held such equity stake for a minimum period of three years prior to the above-mentioned date, provided such sponsored entity fulfils the conditions specified at (a) above.
- ii. The net worth of the Bidder as at the end of most recent financial year for which audited financial statements are available, shall be at least Rs. **50,000,000.00 (Rupees fifty million)**. The net worth for this purpose shall be calculated in accordance with Appendix VIII and on the basis of information contained in the most recent audited financial statements of the Bidder. Pre-Qualification Proposals will be evaluated to ascertain whether the Bidder fulfills the above mentioned conditions or not.

II.1.3 Criteria for Evaluation In case of Consortium

In case the Bidder is Consortium, the following conditions must be fulfilled in order for the Consortium to qualify as a Qualified Bidder:-

- i. at least one member of the Consortium must fulfill the conditions specified at para (i) of Clause II.1.2, and;
- ii. the aggregate of net worth of the members of the Consortium, as at the end of most recent financial year for which audited financial statements are available, shall be at least Rs. 50,000,000.00 (Rupees fifty million). The net worth for this purpose shall be calculated in accordance with Appendix VIII and on the basis of information contained in the most recent audited financial statements of the Bidder, and.

Provided however, that the proposals submitted by Consortiums must also, inter-alia; fulfill the conditions specified at Clause I.11.

II.2 Technical Proposal

II.2.1 Contents

Each bidder shall submit the Technical proposal with covering letter following Appendix-IX containing Appendix-X and Appendix-XI. Responsibilities on part of concessionaire should include

1. Concessionaire shall use and operate the application software provided by the National Informatics Centre (NIC) on the System Software to be provided by the vendor. The application software executable, before handing over to concessionaire for installation, will be certified by a committee constituted by the “TD” after a testing procedure.
2. Concessionaire shall install required number of servers, clients and necessary required peripherals at each site listed at annexure with configuration compiling with standards/norms laid down by the NIC based on the volume of transaction at each site.
3. Concessionaire shall install only reputed brand of computer hardware at each site as per the specifications given in Schedule V of the Concession Agreement.
4. Concessionaire shall install and maintain sound free DG set with necessary power in each RTO for power supply in case of power cut off / load shedding.
5. Concessionaire shall build and maintain Local Area Network (LAN) connecting all clients and servers at each site.
6. Concessionaire shall install necessary hardware (server, switch etc.) for implementing Oracle RAC in each RTOs.
7. Concessionaire shall prepare the site as per requirement, which will also include infrastructure development and air-conditioning.

8. Concessionaire shall acquire licenses for all system software (OS, Oracle Data base, RAC etc.) required for operating the application software of NIC (Refer Item 1 above). All the software required at various sites of the department shall be provided and installed by the concessionaire.
9. Concessionaire shall provide all other equipments/facilities required to operate the system. Concessionaire shall ensure that all the equipments are in good working condition during the period of the contract as well as at the time of transfer.
10. Concessionaire shall ensure alternate arrangement of operations at each site in the event of any failure. In case of non compliance the "TD" shall be free to make necessary arrangement to resume the operations at the risk and cost of the concessionaire.
11. The Intellectual Property Rights of the System Study and Application Software would remain with the NIC. For any modifications required in the application software, the concessionaire shall not approach NIC directly. All such requests should be routed through the Regional Transport office.
12. Concessionaire shall provide site wise qualified manpower deployment plan to the "TD" prior to start of actual operation. Concessionaire's manpower may be used for backlog data entry/ report generation.
13. Transaction data Entry, Scrutiny, approval and finalization task in all transactions shall be handled by the officers/staff of "TD".
14. Concessionaire shall maintain all the hardware supplied including servers, nodes, printers, peripherals for the period of concession.
15. Bidder shall provide, install and manage necessary firewall and Intrusion Detection System (IDS) for virus and any possible external hackers which shall include developing and deployment of security polices. It will be the responsibility of the bidder to implement measures to control and monitor all type of logical access to both local and wide area network. Bidders will also install broad band connection in each RTO (shall not be connected to the LAN) to upload virus patches as and when necessary. The same connectivity will also be used for e-mail and internet access.
16. Concessionaire shall reimburse for the yearly stock of all pre-printed forms for all other statutory certificates issued in paper required for the operation on yearly basis. This procurement shall be done by the "TD" and concessionaire will make the payment in advance.
17. Concessionaire shall upgrade all softwares excepting VAHAN & SARATHI as and when required by "TD" or NIC.
18. At the end of the contract, concessionaire shall handover all items in well working condition to the "TD".

II.2.2 Criteria for Evaluation

- i. Technical Proposals submitted by Qualified Bidders and found to be substantially responsive will be evaluated by the Technical Evaluation Committee of the “TD”, “TD” to ascertain whether it satisfies the technical parameters specified in the Concession Agreement in respect of:
 - Commercial Requirements;
 - Distribution Requirements;
 - Quality Management Systems;
 - Reporting and Coordination Requirements
- ii. The Bidders will be asked to make a presentation to the Proposal Evaluation Committee on the Technical Proposal, the Work Plan and to answer any queries. The date for making the presentations will be as specified in Schedule of Bidding Process.
- iii. The reasonableness and viability of the Technical Proposal would be ascertained based on the following factors:
 - Deviations from the scope of the Project, prescribed design standards and features, operation and maintenance requirements, specifications and other technical parameters;
 - Feasibility of Project scheduling plan and deviations from scheduled Project completion date; and
 - Any other deviation
- iv. The bidder must satisfy the following conditions:
 1. Must have IT Facility management services experience,
 2. The bidder must be an ISO 9001:2000 certified company,
 3. Must have at least 100 existing I.T manpower,
 4. Bidder should have certificate of successfully executing similar type projects involving issuance of Smart chip Cards for at least 1 year,
 5. The bidder must have experience of using a LAN and WAN based network.
 6. Should have employees with System Administration, LAN Administration and WAN Administration capabilities,
 7. Must have Software professionals having 5 years experience as RDBMS administrators specially in ORACLE 9i administration,
- v. “TD” would have the right to review the Technical Proposals and seek clarifications where necessary.
- vi. “TD” may ask any of the Bidders to modify the Work Plan provided in the Proposal at any time prior to the opening of the Financial Proposal. The Work Plan as agreed between the “TD” and the Bidder who may subsequently be selected as the Successful Bidder shall form a part of the Concession Agreement as one of Schedules.

II.3 Financial Proposal

II.3.1 Contents

In the Financial Proposal the Bidder is required to quote the “Smart Card Operator Charges” hereinafter referred to as “SCO Charges”, that it will be allowed to levy in respect of the following two Specified Services rendered to the concerned persons.

- Smart Card based Driving Licenses
- Smart Card based Registration Certificates

The “SCO Charges” quoted by the Bidder shall be inclusive of all the taxes, duties and levies and shall remain firm throughout the Concession Period. The Financial Proposal shall be submitted in the format provided at Appendix XII supported with Annexure-I..

II.3.2 Criteria for Evaluation

The Bidder quoting the lowest “SCO charges” for the SCB Driving License and for the SCB Registration Certificate shall be declared as the preferred bidder.

Appendices

Appendix I
Format for Intimation to Bid
along with queries on IFB and Concession Agreement

(On the Letter head of the Bidder or Lead Member in case of a Consortium)

Date:

To

XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
PIN-XXXXXXXXXXXXXXXXXX

Dear Sir,

Ref: Introduction of Smart Card based Diving License and Registration Certificate in the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (Mention ONE group only)

- I. Being duly authorized to represent and act on behalf of _____ (name of the Bidding Company) in connection with the above mentioned Project, the undersigned hereby confirms our intention to submit our Proposal in response to and in accordance with the Invitation for Bid (IFB) document dated ---- issued by “**TD**” for the above-mentioned Project.
- II. The queries on IFB and Concession Agreement are enclosed herewith.
- III. The schedule of Pre-bid meetings at HRBC Conference Room following D4 is within our knowledge and authorized person of the Company may attend the said meeting.

Till submission of Proposal as per IFB, our address for all correspondences in relation to the Project will be as under:

- i. Name : _____
- ii. Designation : _____
- iii. Address : _____
- iv. Telephone Number : _____
- v. E-mail address : _____
- vi. Fax Number : _____

Signature of Authorized Person : _____
Name of the Authorized Person : _____
Designation of Authorized Person : _____

Appendix II Format of Bid Security

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

In favour of

“TD”, Government of West Bengal, (hereinafter referred to as “TD”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ L”TD”., a Company/ partnership firm /proprietorship concern registered under the -----(name of the relevant act/law under which incorporated) having its registered office at _____ (hereinafter called “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates in the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (**Mention ONE group only**) vide Invitation for Bid Document dated ____ issued by “TD”, Government of West Bengal.

Whereas in terms of the Invitation for Bid (IFB) Document dated ____ (hereinafter referred to as IFB Document) issued by “TD”, the Bidder is required to furnish to “TD” an unconditional and irrevocable Bank Guarantee for an amount of Rupees 1,000,000.00 (Rupees one million only) as Bid Security and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, We, _____ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the IFB by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to “TD” an amount not exceeding Rs. 1,000,000.00 (Rupees One million only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfill all or any of the terms and conditions contained in the IFB. A letter from “TD” stating that the Bidder is in default in the due and faithful fulfillment and compliance with the terms and conditions contained in the IFB shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Bid Security and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of at least 180 (one hundred eighty) days from the _____ (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by “TD”.
4. We.....Bank further agree that “TD” shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfillment and compliance of the terms and conditions contained in the IFB and the decision of “TD” in this regard shall be final and binding on us, notwithstanding any differences between “TD” and the said Bidder and/or any dispute between “TD” and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. “TD” shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said IFB document or to extend the time frame for completion of bidding process or the period of fulfillment and compliance with the terms and conditions contained in the said IFB document 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 IFB document or the securities available to “TD” and the bank shall not be released from its liability under these presents by any exercise by “TD” 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 “TD” or any indulgence by “TD” to the said Bidder or of 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.
6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. 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.
8. It shall not be necessary for “TD” 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 “TD” may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of “TD” in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.

10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2010

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

Appendix III

Covering Letter for Pre Qualification Proposal

To:
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
PIN-xxxxxxx

Sir,

Sub:-Pre- Qualification Proposal for award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates in the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (Mention ONE group only)

vide Invitation for Bid (IFB) Document dated 01.04.2010 issued by “TD”, Government of West Bengal.

With reference to above, we hereby submit our Pre Qualification Proposal for award of Concession for the above mentioned Project in accordance with IFB. Following documents and information are enclosed herewith, in accordance with the IFB: -

1. Cost of Bid Document, Account Payee Demand Draft bearing no..... amounting to Rs. 20,000/- (non-refundable) payable at Kolkata in favour of West Bengal Transport Infrastructure Development Corporation Ltd.
2. Bid Security as in the format and of the amount specified in IFB dated -----.
3. Details of Bidder as per the format given in Appendix IV
4. Power of Attorney in favour of the duly authorized signatory of the Bidder (or of the Lead Member of the Consortium, as the case may be), in the format given in Appendix V
5. Copy of MoU entered into amongst the members of the Consortium (if applicable)
6. A Power of Attorney in favour of the Lead Member of the Consortium, executed by all members of the Consortium as per the format given in Appendix VI. (if applicable)
7. Details of experience of Bidder as per the format given in Appendix VII.
8. Financial Capability of Bidder as per the format given in Appendix VIII.

I/We confirm that the Proposal submitted herein above will remain valid till (Proposal Validity Period).

Dated this _____ Day of _____ 2010.

Name of the Bidder : -----
Stamp of the Bidder : -----
Signature of Authorized Person : -----

Name of the Authorized Person : -----
Designation of Authorized Person : -----

Appendix IV **Details of Bidder**

Following details, shall be given in respect of the bidding company or each member of the Consortium, as the case may be:

1. General

- i. Name
- ii. Address of the corporate headquarters and its branch office(s), if any, in India.
- iii. Date of incorporation and / or commencement of business.
- iv. Details of Local Office.
- v.

2. Brief description, including details of main lines of business

3. Details of individual or individuals who will serve as the point of contact / communication for “TD” within the Company, with following information:

- i. Name
- ii. Designation
- iii. Company
- iv. Address
- v. Telephone Number
- vi. E-mail address
- vii. Fax Number

4. Name, Designation, Address, Phone Numbers and Fax Number of Authorized signatory of the Bidder:

5. Name and details of Directors/Owners of Company

- i. Name of Director/Owner
- ii. Age
- iii. Other Directorship
- iv. Any other relevant detail

6. Details of Ownership

- i. Detailed shareholding pattern of the company,
- ii. List of individual Stock Holders/Members who own 10% or more of the stock and their interest in the Company
- iii. Details of fully or partially Convertible instruments such as preference shares, convertible or partially convertible debentures, etc.. Details shall include the number and amount of such shares and debentures outstanding as on the date of latest audited financial statement, likely date and triggers for such conversions etc.

Information submitted under this paragraph above shall be certified by the statutory auditors of the company.

7. List of documents to be enclosed with Appendix IV:

- i. Certified true copies of Memorandum of Association (MoA) and Articles of Association (AoA) of the Company;
- ii. Audited Financial Statements of the Company for the last three (3) Financial Years.

Name: _____

Signature: _____

(Authorized Signatory of the Bidder)

Appendix V

Format for Power of Attorney

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates in the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD, NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (**Mention ONE group only**), vide Invitation for Bid (IFB) Document dated _____, issued by the “TD”, including signing and submission of all documents and providing information and responses to clarifications/enquiries etc. as may be required by “TD” or any governmental authority, representing us in all matters before “TD”, and generally dealing with “TD” in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- 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 executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

Appendix VI

Format for Power of Attorney – For Consortium

Whereas “TD” has invited Proposals from interested parties for award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates in the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3]_(MENTION ONE GROUP ONLY) vide Invitation for Bid (hereinafter referred to as IFB) document dated _____, issued by “TD” and,

Whereas, we, (Name of Address of the Lead Member) and (Name of Address of the other Member of Consortium), (hereinafter collectively referred to as “the Consortium”), propose to submit our Proposal in accordance with IFB and on being awarded the Concession, to implement the Project in accordance with the terms and condition of the IFB and other connected documents in respect of the Project,

And whereas it is necessary under the IFB 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 aforesaid Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We ----and ----(respective names of the members of the Consortium) hereby nominate -- ---- (Name of the lead member of the Consortium), being one of the members of the Consortium, as the Lead Member of the Consortium, and authorize ---- (Name of the Lead Member) as our constituted attorney in our name and on our behalf, to do or execute all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Project, including, inter-alia, submission of Proposal, participating in conferences, responding to clarifications/ queries, submission of

information/documents and generally to represent the Consortium in all its dealings with “TD” or any other Governmental Authority , in connection with the Project until culmination of the process of bidding and thereafter until the Concession Agreement is entered into with “TD” .

And we hereby agree that all acts, deeds and things lawfully done by our said attorney, pursuant to this Power of Attorney, shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that the said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

In Witness hereof we have signed this deed on this the _____ day of _____.

1. For and on behalf of _____

2. For and on behalf of _____

Notes:

- To be executed by all the members in the Consortium.
- 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 executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favor of the person executing this power of attorney for the designation of power hereunder on behalf of the Consortium member.

Appendix VII

Details of Past Experience of Bidder

(Following information shall be provided separately in respect of each member of the Consortium.)

A brief description of the project (separately for each project in case the bidder has experience in more than one project) in which the Bidder has issued the smart cards, (in case the bidder is a Sponsor in terms of (b) of para (i) of Clause II.1.2, the following information shall be submitted in respect of the sponsored entities) including inter-alia:

1. Details of the Client/Agency on whose behalf/for whom the cards were issued:

- i. Name
- ii. Address of the corporate headquarters and its branch office(s), if any, in India
- iii. Nature of Business
- iv. Name, title and contact details of the client's person who can be contacted for any related information

2. Information relating to the specific project

- i. Title of the project and detailed scope thereof
- ii. Start Date
- iii. Completion date (expected completion in case project is not completed)

3. Information relating to bidder's/sponsored entity's role in the project,

- i. Scope of work/service (as per the contractual arrangement between the client and the bidder/sponsored entity) for the bidder/sponsored entity
- ii. Location where the services were/are being provided by the bidder/sponsored entity
- iii. Whether the project was undertaken in a consortium/joint venture arrangement, if yes, then name, contact address and scope of work for each of such consortium members of joint venture partners
- iv. Whether any associate firm was also employed, if yes, then name, contact address and scope of work for each of such associate member

4. Qualification Experience

	No. of smart cards issued		
Bidder :	Year 1	Year 2	Year 3
	Year --	Year ---	Year ---

Name of the :
bidder/sponsored entity

The information submitted under this paragraph shall be evidenced by a certificate from the client(s).

5. Sponsorship Details (applicable only in case of sponsored entities)

As on	:	Date of Annual report			15 days prior to Proposal Due Date
		Year1 Year_	Year2 Year_	Year3 Year_	
		–	–	–	
Percentage equity held by _____ (Name of the Bidder) in _____ (name of sponsored entity)	:				

The information submitted under this paragraph shall be duly certified by a Chartered accountant or a Certified Public Accountant

Name: _____
Signature: _____
(Authorized Signatory of the Bidder)

Instruction:

1. Details of only Eligible Experience to be provided.
2. Annual figures may be provided for the last three completed years of operation only. Year 1 refers to the latest completed financial year; Year 2 refers to the financial year before Year 1, and Year 3 refers to the financial before Year 2.

Appendix VIII

Financial Capability of the Bidder

(Following information shall be provided separately in respect of each member of the Consortium.)

1. Financial Capability

Rs. in Million

Bidder	Net Worth as on the last day latest Financial year for which audited financial Statements are available
--------	---

Name of the Bidder :

Name: _____
Signature: _____
(Authorized Signatory of the Bidder)

Instruction:

1. Net worth for the purpose of this IFB shall be computed as under:

[(Subscribed and Paid-up Equity + Reserves + any compulsorily convertible instrument issued and paid up and due for conversion into fully paid up equity shares of the company within a period of 12 (twelve) months from the date of latest audited financial statement) – (Revaluation Reserves + Miscellaneous expenditure not written off + Depreciation not provided for)]

Appendix IX Covering Letter for Technical Proposal

To:

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
PIN-xxxxxxx

Sir,

Sub:-Technical Proposal for award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates In the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (Mention ONE group only) vide Invitation for Bid (IFB) Document dated issued by "TD".

With reference to above, I/We hereby submit our Technical Proposal for award of Concession for the above mentioned Project in accordance with IFB. Following documents and information are enclosed herewith, in accordance with the IFB: -

1. Project Appreciation as specified at Appendix X.
2. Proposed Work Plan covering the details specified at Appendix XI.

I/We confirm that the Proposal submitted herein above will remain valid till (Proposal Validity Period).

Dated this _____ Day of _____ 2010.

Name of the Bidder : _____
Stamp of the Bidder : _____
Signature of Authorized Person : _____
Name of the Authorized Person : _____
Designation of Authorized Person : _____

Appendix X

Project Appreciation

Under this item, the Bidders should provide a brief description of their understanding of the Project.

Appendix XI

Proposed Work Plan

1. Proposed Environment:

A distributed architecture has been made by the “TD”, Government of West Bengal for preparation of Smart card based Driving License and Vehicle Registration certificate on the basis of the provisions laid in the Central Motor Vehicle Act.1988 and West Bengal Motor Vehicle Rules 1989. Data will be created and generated at each RTO offices/

2. Scope of Work:

The scope of work for the bidder shall include:

- i. Development of required Infrastructure at the sites,
- ii. Procurement & Installation of Hardware & Operating Software (OS), RDBMS, and for SCDL & SCRC,
- iii. System Integration,
- iv. Application Software for customization of Smart Card
- v. Security of Hardware & Operating Software (OS) used for SCDL & SCRC,,
- vi. Maintenance and Support for all hardware and accessories and OS used in the project,
- vii. System Administration and back-up,
- viii. Facility Management Services,
- ix. Providing support for Training to Transport Dept. officials as required
- x. Upgrading of all software as and when required.
- xi. Anti-virus support with regular updating of the same.
- xii. Logistical support
- xiii. Backup power facilities,
- xiv. Printing of SCRC & SCDL,
- xv. Air-conditioning of the site of operation,
- xvi. Reserve stock of all hardware in use.

2.1 Development of Infrastructure:

The bidder shall develop/improve, on its own cost, a suitable environment for I.T system installations at each of the sites for which required space will be provided by the “TD”. The space can be provided as per the site wise availability and requirement after discussing with the bidder. The bidder shall prepare an air-conditioned and dust protected environment for the server and network items and all terminals.

2.2 Procurement and Installation of Hardware & O.S.:

The bidder has to procure and install all hardware and operating system software as per the specifications at Schedule V. All these specifications are minimum requirements and bidder has all right to go for higher specifications if so desired by the bidder. It will be the bidder’s responsibility to install and test all hardware equipments including the un-interrupted power supply equipments. They will be required to upgrade any software except NIC application software as and when required.

2.3 System Integration:

The successful bidder shall monitor the local area network at various locations and integrate them with wide area network (WAN) and assist for an end to end communication from all locations to the data centre of the “TD”. The bidder will configure network devices, its management and tuning for optimum performances. He will monitor the bandwidth as per guidance of the Head of the Office or Controlling officer of local MV Office and DIO, NIC.

2.4 Application Software:

There will be two application software viz. “VAHAN” & “SARATHI” to be used at each RTO site. The application software has been developed by National Informatics Centre (NIC). The bidder will nominate at least one person for each site to be the in-charge of the system. They will be trained by the NIC to install the application software, trouble shooting, data backup and help. All the operators to run the application will also be trained by the NIC. The bidder is required to provide 2 numbers of developer for building MIS and audit report who will work under the guidance of NIC and RTO/ARTO.

2.5 Security:

Bidder shall provide, install and manage necessary firewall and Intrusion Detection System (IDS) for virus and any possible external hackers which shall include developing and deployment of security polices. It will be the responsibility of the bidder to implement measures to control and monitor all type of logical access to both local and wide area network.

2.6 Maintenance and Support:

The bidder shall be responsible for the maintenance of the entire solution which includes network, computer hardware, operating software, power supply equipments and end user systems both used by the vendor's employee and the systems used by RTO staff/officers. All the application software related issues like bugs, modifications and functionality related changes would be rectified by National Informatics Centre through “TD”, where as any hardware and communication failure will be attended to by the bidder. The bidder shall also give support and help on Intranet and Internet services like e-mail, transmission of report to Head Office and to the “TD” (“TD”) official and data sharing.

The bidder shall be responsible to provide antivirus-software to keep the system free from virus attack and should upgrade the same periodically.

The bidder shall also be responsible to clean the hardware and other equipments as well as to clean the site periodically to maintain a proper environment.

2.7 System Administration and Backup:

It will be the responsibility of the bidder to oversee the system administration tasks such as data backup and day to day disk space management with the help of the agency, who will handle the System Administration Part (Para II.2.14 of the Technical Proposal). The Bidder shall undertake to ensure regular incremental, daily, weekly, fortnightly and

monthly backup of data and its proper and secured storage in its own consumables like Compact Disk and DAT Cartridge.

2.8 Facility Management Services:

The bidder shall deploy his personnel at each of the offices of the “TD” as per the list enclosed at Schedule-VI of the Concession Agreement (List of RTO Offices and Head Office) for various facility management services to the applicants of driving license and registration related work which includes:

A. Help desk

B. Driving License

- i) Backlog Entry
- ii) Data preparation, checking
- iii) Capturing biometry
- iv) Print SCDL

C. Vehicle Registration

- i) Backlog Entry
- ii) Data preparation, checking
- iii) Print SCRC

D. Fax, Xerox & Scanning Support

E. Cleaning of site including all equipments on a regular basis

2.9 Training to “TD” personnel:

The bidder shall provide training in basic system operations to the personnel of “TD” at its head office and field offices. The bidder’s representative at each and every designated offices of “TD” will attend and assist their officials at request relating to the service for the said scope of work.

3. Deployment of Manpower:

The bidder shall deploy the necessary qualified manpower with sufficient number at each site for operating the application system i.e. the “Vahan” & “Sarathi” software developed by National Informatics Centre.

4. Logistical Support: To both RTO Officials & NIC:

To provide at least one vehicle xxxxxxxxxxxxxxxxxxxxxxxxx

Appendix XII
Covering letter for Financial Proposal

To:

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
PIN-XXXXXXXXXXXXXXXXX

Sir,

Sub:-Financial Proposal for award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates In the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD, NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (Mention ONE group only) vide Invitation for Bid (IFB) Document dated _____ issued by "TD".

With reference to above, our Financial Proposal is annexed hereto.

I/We confirm that the Financial Proposal submitted herein above will remain valid till (Proposal Validity Period).

Dated this _____ Day of _____ 2010.

Name of the Bidder : -----
Stamp of the Bidder : -----
Signature of Authorized Person : -----
Name of the Authorized Person : -----
Designation of Authorized Person : -----

Annexure - 1

(On the Letter head of the Bidder)

Financial Proposal	:	For award of Concession for the project involving introduction of Smart Card Based Driving License and Vehicle Registration Certificates In the RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3]_(Mention ONE group only) vide Invitation for Bid (IFB) Document dated 01.04.2010 issued by “TD”.
--------------------	---	---

1. Name of the Bidder : _____

2. Address : _____

3. Financial Proposal :

Specified Services	SCO Charges (Rs.)
Smart Card based Driving Licenses	
Smart Card based Registration Certificates	

4. The “SCO Charges” quoted above shall are inclusive of all the taxes, duties and levies.

5. The “SCO Charges” quoted above shall remain **firm** throughout the Concession Period.

Dated this _____ Day of _____ 2010.

Name of the Bidder : _____

Stamp of the Bidder : _____

Signature of Authorized Person : _____

Name of the Authorized Person : _____

Designation of Authorized Person : _____

Appendix XIII

Past Data pertaining to Driving Licenses in RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD, NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (Mention ONE group only)

Table XIII-I

Number of Driving Licenses issued in the State as on 31st March, 2009

Sl No	Name of the RTO	Total (Approx)
	GRAND TOTAL	

Appendix - XIV

Table XIII-II

Average Driving Licenses issued in the RTOs per month.

RTO	New DL	Renewal of DL	Dup DL	Addition of class in DL	CA in DL	Total

Appendix - XV

Table XIII-III

Licenses Issued during 2008-09 in the RTOs

SI No	Name of the RTO	Professional DLs			Non-Professional DLs	Total
		PSVs	Other License	Total		
GRAND TOTAL						

Appendix XVI

Past Data pertaining to Vehicle Registrations in RTOs of DARJEELING, KALIMPONG, SILIGURI, JALPAIGURI, ALIPURDUAR COOCHBEHAR, [Group 1] AND MALDA, UTTAR DINAJPUR, DAKSHIN DINAJPUR, MURSHIDABAD,NADIA, [Group 2] AND EAST MIDNAPORE, WEST MIDNAPORE, CONTAI, PURULIA, BANKURA, BIRBHUM, [Group 3] (Mention ONE group only)

Table XIV-I

Motor Vehicles Registered in

as on 31st March 2009

Name of RTOs	Goods Vehicles	SC	CC	Car	Taxi	Auto Rickshaw	2-wheeler	Others	Total

Appendix - XVII

Table XIV-II

Motor Vehicle Registrations in the State – year wise

Year	Goods Vehicles	SC	CC	Car	Taxi	Auto Rickshaw	2-wheeler	Others	Total
2005-06									
2006-07									
2007-08									
2008-09									

Appendix - XVIII

Table XIV-III

Motor Vehicles Registered in RTOs 2008-09

Name of RTOs	Goods Vehicles	SC	CC	Car	Taxi	Auto Rickshaw	2-wheeler	Others	Total