

**Government of Tamilnadu
Transport Department
Addendum/Corrigendum to the Bid document for the High Security
Registration Plates project in Tamilnadu**

Sl. No	Existing clause	To be read as
1	1.1.1. The bid is open to only those applicants who have been issued Type Approval Certification for manufacturing High Security Plates for Motor Vehicles from the testing agencies approved and authorized by the Govt. Of India as per Rule 50 of Central Motor Vehicles Rules, 1989. No provisional type approval certifications shall be accepted. The type approval certification must be valid on the date of opening of Bid.	1.1.1. The bid is open to only those applicants having manufacturing facility who have been issued Type Approval Certification for manufacturing High Security Plates for Motor Vehicles from the testing agencies approved and authorized by the Govt. Of India as per Rule 50 of Central Motor Vehicles Rules, 1989. No provisional type approval certifications shall be accepted. The type approval certification must be valid on the date of opening of Bid.
2	1.1.3 The Bidders or the Joint venture/Consortium partners together must have a minimum positive net worth equivalent to Rs. 30 Crores consistently for the past three years. (Chartered Accountant Certificate to be produced).	1.1.3 The Bidders or the Joint venture/Consortium partners together must have a minimum positive net worth equivalent to Rs. 40 Crores consistently for the past three years. (Chartered Accountant Certificate to be produced).

3		<p>New Clause: 1.1.8 The Bidder or one of the members of the bidding consortium should have manufacturing facilities in India with a capacity of supplying at least one year's requirement with minimum capacity to manufacture 25000 sets of blank plates per day.</p>
4	<p>1.1.6. The lead partner must have 40% (forty percent) of the total financial stake in the Joint Venture / Consortium. Maximum 3 (three) partners will be allowed to form the Joint Venture / Consortium. The partner satisfying the technical eligibility criteria must have at least 30% (thirty percent) of the total financial stake in the Joint Venture / Consortium</p>	<p>1.1.6. The lead partner must have minimum 40% (forty percent) of the total financial stake in the Joint Venture / Consortium. Maximum 3 (three) partners will be allowed to form the Joint Venture / Consortium. The partner satisfying the technical eligibility criteria must have at least 30% (thirty percent) of the total financial stake in the Joint Venture / Consortium.</p>
5	<p>1.3.PRESENTATION/DEMONSTRATION</p> <p>The Successful Bidder will be required to offer complete solution and make a comprehensive presentation of the High Security Number Plate Project would be implemented and demonstrate the Number Plate Management Software.</p> <p>The said Bidder should give the Data Flow Diagram for the entire system enumerating the Data</p>	<p>1.3.PRESENTATION/DEMONSTRATION</p> <p>The Successful Bidder will be required to offer complete solution and make a comprehensive presentation of the High Security Number Plate Project that would be implemented and demonstrate the Number Plate Management Software.</p> <p>The said Bidder should give the Data Flow Diagram for the entire system enumerating the Data Information Flow, Implementation, and Operational Flow</p>

	Information Flow, Implementation, and Operational Flow Chart etc., along with its understanding of the project	Chart etc., along with its understanding of the project
6	<p>2.1.1 The Transport Commissioner invites Bids for selecting a bidder to create infrastructure and supplying of High Security Registration Plates to Vehicle Owners in the entire State of Tamil Nadu in conformity with the rule 50 of Central Motor Vehicles Rules, 1989 as amended from time to time and read with notifications issued by Ministry of Road Transport & Highways, Government of India vide SO No. 814 (E) Gazette of India, dated 22.08.2001 and SO No. 1041 dated 16.10.2001 and subsequent notifications issued from time to time</p> <p>The project of issue of High Security Registration Plate will be implemented on "Build, Own and Operate" (BOO) basis. The bidder implementing the project will assemble, establish, procure technology, design, develop, produce, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate the</p>	<p>2.1.1 The Transport Commissioner invites Bids for selecting a bidder to create infrastructure and supplying of High Security Registration Plates to Vehicle Owners in the entire State of Tamil Nadu in conformity with the rule 50 of Central Motor Vehicles Rules, 1989 as amended from time to time and read with notifications issued by Ministry of Road Transport & Highways, Government of India vide SO No. 814 (E) Gazette of India, dated 22.08.2001 and SO No. 1041 dated 16.10.2001 and subsequent notifications issued from time to time</p> <p>The project of issue of High Security Registration Plate will be implemented on "Build, Own and Operate" (BOO) basis. The bidder implementing the project will assemble, establish, procure technology, design, develop, produce, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate the infrastructure, formalities, services and establishment so created at</p>

	<p>infrastructure, formalities, services and establishment so created at his own risks and all costs involved in establishing / Embossing Stations, Site implementation and Networking within the State, with Blank plate manufacturing unit and all within the territory of India will have to be borne by the bidder himself.</p>	<p>his own risks and all costs involved in establishing / Embossing Stations, Site implementation and Networking within the State, along with Blank plate manufacturing unit and all within the territory of India will have to be borne by the bidder himself.</p>
7	<p>2.1.2 The successful bidder shall set up, install, operate and establish complete infrastructure in all respects as per clause 5 and shall submit an undertaking to this effect in Annexure I</p>	<p>2.1.2 The successful bidder shall set up, install, operate and establish complete infrastructure in all respects for fixing of HSRP within 60 days from the date of award of contract as per clause 5 and shall submit an undertaking to this effect in Annexure I</p>
8	<p>2.1.3. First paragraph – No change 2.1.3 Second paragraph High Security Registration Plate has been introduced by the Ministry of Road Transport & Highways, as highly sensitive product for prevention of crimes and involves high security features to prevent counterfeiting and duplication of High Security Registration Plates, it is proposed to select a bidders who would have</p>	<p>2.1.3. First paragraph No change (For second paragraph) High Security Registration Plate has been introduced by the Ministry of Road Transport & Highways, as highly sensitive product for prevention of crimes and involves high security features to prevent counterfeiting and duplication of High Security Registration Plates, it is proposed to select a bidder who is a manufacturer having required</p>

	necessary experience, expertise and exposure to such works and of such complexity in India, so that the security objective of the scheme may not be diluted or vitiated, in view of the strictest adherence of High Security features and impose accountability on the successful bidders	manufacturing facility in India and having capability and capacity to invest and build necessary infrastructure so that the security object of the scheme may not be diluted or vitiated, in view of the strictest adherence of High Security features and impose accountability on the successful bidders
9	3.1.2 For the convenience of the implementation, the project will be implemented in the 6 divisions. Each division consist of 15 to 20 Regional Transport Offices/Unit Offices details of which are given in Annexure II	Clause 3.1.2. The contract will be awarded to a single bidder for the whole State of Tamilnadu in respect of all offices mentioned in Annexure II.
10	3.1.3. A bidder will be awarded maximum of 2 divisions only. Bidders may indicate their choice of divisions giving the order of preference. However, the Tender Accepting Authority reserves the right to allot the divisions.	Deleted.
11	3.1.4. The Bidder should have to set	3.1.4. The Bidder should have

	<p>up own manufacturing unit of blank High Security Registration Plates in India with minimum capacity of supplying at least one year's requirement for. The Bidder should produce Conformity of Production(COP) within 3 months from the date of fixing of HSRP</p>	<p>manufacturing facilities in India with a capacity of supplying at least one year's requirement with minimum capacity to manufacture 25000 sets of blank plates per day. The Bidder should produce Conformity of Production (COP) within 3 months from the date of receipt of letter of acceptance.</p>
12	<p>3.1.5 The scope of work includes establishing and creating complete infrastructure to manufacture fix High Security Registration Plate to all the vehicles in the state in conformity with the technical parameters contemplated in read with. The work shall be carried out in accordance with the specification detailed in the Bid documents and in the Section V. "Specifications of the High Security Registration Plates".</p>	<p>3.1.5 The scope of work includes establishing and creating complete infrastructure to design, manufacture supply and fix High Security Registration Plate to all the vehicles in the state in conformity with the technical parameters in accordance with the specification detailed in the Bid documents and in the Section V "Specifications of the High Security Registration Plates".</p>
13	<p>4.2.1.(iv) Details of the minimum number of Key Plant, Machinery and Equipments to be owned by the bidder in Annexure -VI</p>	<p>4.2.1.(iv) Details of Key Plant, Machinery and Equipments owned by the bidder in Annexure -VI</p>
14	<p>4.2.1.(xv) A certificate from chartered Accountant showing that the Bidder/any one of the consortium partner or partner of the Joint venture/Consortium have positive net</p>	<p>4.2.1.(xv) A certificate from chartered Accountant showing that the Bidder/any one of the consortium partner or partner of the Joint venture/Consortium have positive net worth of Rs.40 Crores</p>

	worth of Rs.0 Crores during the past 3 years along with consolidated balance sheet	during the past 3 years along with consolidated balance sheet
15	4.2.1(xxiv) Income Tax Clearance Certificate which is valid on the date of opening of the bid (true copy thereof duly attested by Gazetted Officer)	Deleted
16	4.2.1.(xxvi) (Original copy of the bid documents duly signed, on each page in token of acceptance of terms and conditions.) Duplicate copy of the Bid Documents duly signed, in each page in token of acceptance of terms and conditions shall be kept in a separate cover super scribed as "Duplicate Copy of the bid document"	4.2.1.(xxvi) a) (Original copy of the bid documents duly signed, on each page in token of acceptance of terms and conditions.) 4.2.1.(xxvi) b) Duplicate copy of the Bid Documents duly signed, in each page in token of acceptance of terms and conditions shall be kept in a separate cover super scribed as "Duplicate Copy of the bid document"
17	4.2.1. (xxix) The bidder shall give complete break-up of infrastructure and facility to be created for covering the different Registering Authorities in 6 Divisions in Tamil Nadu as shown in Annexure-II with the logistics plan and delivery mechanism & the number of embossing stations proposed and details of equipments/facilities to be	4.2.1.(xxix) The bidder shall give complete break-up of infrastructure and facility to be created for covering the different Registering Authorities in the State of Tamilnadu with the logistics plan and delivery mechanism & the number of embossing stations proposed and details of equipments/facilities to be installed in each embossing stations.

	installed in each embossing stations.	
18	4.2.1.(xxx) The details of bidder's understanding of the concept of providing High Security Registration Plates.	Deleted.
19	4.2.1.(xxxii)	4.2.1.(xxxii) (new clause) The bidder shall furnish a list of court cases/litigations involving the bidder along with the bid document
20	4.3.2 The bidder shall quote rates for replacement of each size of Registration Plate, 3 rd Registration Plate Sticker and a pair of snap locks in Financial Form II. without any assumption, condition, qualification, reservation or any variation, both in respect of form and content. No Column or row should be added or excluded. This is applicable for replacement plates due to accidents, damages etc.	4.3.2 The bidder shall quote rates for replacement of each size of Registration Plate, 3 rd Registration Plate Sticker and a pair of snap locks in Financial Form II. without any assumption, condition, qualification, reservation or any variation, both in respect of form and content. No Column or row should be added or excluded. This is applicable for replacement plates due to accidents, damages etc. For any type of vehicle the total of rates of individual items in Form II should not exceed the rate for complete set in Form I for the corresponding category of vehicle.
21	4.7.4. The bids must be received at the address specified not later than	4.7.4. The bids must be received at the address specified not later than 3.30 p.m.

	3.30 p.m. on 21.10.2011 In the event of the specified date for the submission of bids being declared a holiday, for any reason, the bids will be received upto the appointed time on the next working day.	on 15.11.2011 In the event of the specified date for the submission of bids being declared a holiday, for any reason, the bids will be received upto the appointed time on the next working day.
22	4.8 Bids received after 3.30 p.m. on 21.10.2011 will be returned unopened to the bidder.	4.8. Bids received after 3.30 p.m. on 15.11.2011 will be returned unopened to the bidder.
23	4.4.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission.	4.4.1 Bid shall remain valid for a period not less than 150 days after the deadline for bid submission.
24	4.21.1 Tender scrutiny committee appointed by the Transport Commissioner will evaluate and compare bids determined to be substantially responsive only.	4.21.1 Tender scrutiny committee appointed for the purpose will evaluate and compare bids determined to be substantially responsive.
25	4.22.1. Subject to Clause 4.19, the Transport Commissioner will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and has been found eligible whose offer is received lowest sum total of the weighted rates in respect of	4.22.1. Subject to Clause 4.19, the Transport Commissioner will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and has been found eligible and whose offer received is the lowest sum total of the weighted rates following the provisions

	maximum 2 divisions. Other four divisions will be awarded to the next lowest ranked bidders following the provisions of the Tamilnadu Transparency in Tenders Act and rules framed there under.	of the Tamilnadu Transparency in Tenders Act and rules framed there under
26	4.24.1.The bidder whose bid has been accepted will be notified of the award by the Transport Commissioner prior to expiry of the bid validity period by facsimile and confirmed by registered letter called the "letter of Acceptance	4.24.1.The bidder whose bid has been accepted will be notified of the award by the Transport Commissioner prior to expiry of the bid validity period by e mail / fax and confirmed by registered letter called the "letter of Acceptance
27	4.25.1 Within 15 days of receipt of the letter of acceptance, the successful bidder shall deliver to the Transport Commissioner a performance security in the form given for an amount equivalent 2% amount turnover per annum for the divisions for which letter of acceptance shall be given.	4.25.1 Within 15 days of receipt of the letter of acceptance, the successful bidder shall furnish the performance security to the Transport Commissioner in the form prescribed in Annexure XIX for an amount equivalent to 2% of the amount of turnover for the first year of contract .
28	4.25.3 The Performance Security will be returned to the bidder only after Completion of the period of agreement without interest on satisfactory	4.25.3 The Performance Security will be returned to the bidder only after Completion of the period of agreement without interest on satisfactory execution

	execution and completion of the Contract as per .	and completion of the Contract as per clause 6.29
29	4.26.2 The agreement will be signed by the authorized persons, who have signed the bid documents Upon furnishing the successful bidder,, the Transport Commissioner will notify other bidders that their bids have not been accepted and will re their Earnest Money Deposit.	4.26.2 The agreement will be signed by the authorized persons, who have signed the bid documents. Upon furnishing the Performance Security by the successful bidder, the Transport Commissioner will notify other bidders that their bids have not been accepted and will refund their Earnest Money Deposit.
30	4.27 CORRUPT OR FRAUDULENT PRACTICES 4.27.(e) New clause	4.27 CORRUPT OR FRAUDULENT PRACTICES 4.27.(e) New clause: The bidder shall furnish a list of court cases/litigations involving the bidder along with the bid document
31	5.1 SCOPE OF WORK The successful Bidder/his authorized agent will have to manufacture the Registration Plates as per the above specification laid down in the said Notification and is being appended as Section – V hereto and carry out the finishing process for each High Security Registration Plate	5.1 SCOPE OF WORK The Bidder will have to manufacture the Registration Plates as per the above specification laid down in the said Notification and is being appended as Section – V hereto and carry out the finishing process for each High Security Registration Plate according to individual numbers and alphabets as allotted by

<p>according to individual numbers and alphabets as allotted by each individual Registration Authority. The numbers and alphabets of each vehicle shall vary individually. The successful bidder / his authorized agent shall detail plan to appoint individual Embossing / Fixing Stations as required, in or /in proximity of the Existing Registration Authority to ensure proper and easy availability of the High Security Registration Plates. The successful bidder will also ensure individual Embossing / Fixing Stations at any proposed / new Regional Transport Office that may be opened during the tenure of contract. The successful bidder will ensure to supply High Security Registration Plates to proposed / new Regional Transport Office that may be opened during the tenure of the contract. The embossing station would be opened in the Regional Transport Office locations where the vehicle volume would be higher. And the Regional Transport Offices where the vehicle volume would be very minimum, would be called as fixing stations and the successful</p>	<p>each individual Registration Authority. The numbers and alphabets of each vehicle shall vary individually. The successful bidder shall open Embossing / Fixing Stations as required, in or /in proximity of the Existing Registration Authority to ensure proper and easy availability of the High Security Registration Plates. The successful bidder will also ensure individual Embossing / Fixing Stations at any proposed / new Regional Transport Office that may be opened during the tenure of contract. The successful bidder will ensure to supply High Security Registration Plates to proposed / new Regional Transport Office that may be opened during the tenure of the contract. The embossing station would be opened in the Regional Transport Office locations where the vehicle volume would be higher. And the Regional Transport Offices where the vehicle volume would be very minimum, would be called as fixing stations and the successful bidder will ensure for proper supply and fixing High Security Registration Plates from these fixing stations.</p>
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	bidder will ensure for proper supply and fixing High Security Registration Plates from these fixing stations.	
32	<p>5.2.1 a) The High Security Registration Plates and the 3rd Registration plates stickers (wherever applicable) will be affixed in the premises of the Registering Authority only by representative of the approved Bidder/his authorised agent and the old plates removed from the existing vehicles and shall be deposited with the Registering Authority.</p> <p>b) The Approved Bidder/ his authorized agent shall clear fortnightly the accumulated old Number plates removed from the existing vehicles from the premises of the Registering Authority after giving due receipt for the same free of cost and shall give an undertaking that each lot so collected by the Bidder/his authorized agent has been destroyed at his own risk and cost. Destruction and disposal of old number plates will be so done as not to cause any environmental risks and all guidelines of the State with regard to</p>	<p>5.2.1 a)The High Security Registration Plates and the 3rd Registration plates, stickers (wherever applicable) will be affixed in the premises of the Registering Authority and the old plates removed from the existing vehicles and shall be deposited with the Registering Authority.</p> <p>b) The Bidder shall clear fortnightly the accumulated old Number plates removed from the existing vehicles from the premises of the Registering Authority after giving due receipt for the same free of cost and shall give an undertaking that each lot so collected by the Bidder has been destroyed at his own risk and cost. Destruction and disposal of old number plates will be so done as not to cause any environmental risks and all guidelines of the State with regard to environmental consideration will be followed.</p>

	environmental consideration will be followed.	
33	5.2.2 The time availability for affixing of High Security Registration Plates to vehicle will be within 3 working days of receipt of authorization from Registering Authority (Regional Transport Officer) locations. (In the form of copy of Form 20, wherein the registration mark has been duly assigned) & shall ensure it strictly confirms to size and technical specification as notified by Government of India. No deviations / defective plates shall be supplied.	5.2.2 The time availability for affixing of High Security Registration Plates to vehicle will be within 4 working days of receipt of authorization from Registering Authority (Regional Transport Officer) locations. (In the form of copy of Form 20, wherein the registration mark has been duly assigned) & shall ensure it strictly confirms to size and technical specification as notified by Government of India. No defective plates shall be supplied.
34	5.4 EXISTING VEHICLES On existing registered vehicles also the High Security Registration Plates will be individually embossed and affixed only upon receipt of the authentication document from the Registering Authority. However, approved Bidder/his authorized agent shall ensure that the old number/ Registration plates will be collected back and duly destroyed as per the	5.4 EXISTING VEHICLES On existing registered vehicles also the High Security Registration Plates will be individually embossed and affixed only upon receipt of the authentication document from the Registering Authority. However, the Bidder shall ensure that the old number/ Registration plates will be collected back and duly destroyed as per the norms indicated in his proposal. Approximate number vehicles registered

	norms indicated in his proposal. Approximate number vehicles registered in this state as on 30.6.2011 is furnished in Annexure XVI	in this state as on 1.7.2011 is furnished in Annexure XVI
35	6.1.28 "Registered Power of Attorney" means a document executed on the prescribed non-judicial stamp paper duly attested by the Sub-Registrar / Deputy Registrar as the case may be , as per prevailing law in the respective State.	6.1.28 "Registered Power of Attorney" means a document executed and registered as per prevailing law in the respective States.
36	6. PERIOD OF CONTRACT	6.2 PERIOD OF CONTRACT
37	6.1.31 Conformity of Production is a procedure of periodic evaluation, testing and certification as defined and certified by the respective Test Agencies.	Deleted
38	6.1 RATES OF HIGH SECURITY REGISTRATION PLATE 6.2. DISPLAY OF RATE OF REGISTRATION PLATES AT THE EMBOSSING STATION	6.3.1. RATES OF HIGH SECURITY REGISTRATION PLATE 6.3.2. DISPLAY OF RATE OF REGISTRATION PLATES AT THE EMBOSSING STATION
39	6.5 ROYALTY The successful Contractor shall pay on monthly basis to the State	6.5 ROYALTY The successful Contractor shall pay on monthly basis to the State

	Government as Royalty, a sum equivalent to 2% of the amount collected on sale of High Security Registration Plates from Vehicle Owners. The detailed list will have to be maintained by the authorized bidder on each REGISTERING AUTHORITY basis and submitted along with the deposit of Royalty Fee.	Government as Royalty, a sum equivalent to 5% of the amount collected on sale of High Security Registration Plates from Vehicle Owners. The detailed list will have to be maintained by the authorized bidder on each REGISTERING AUTHORITY basis and submitted along with the deposit of Royalty Fee.
40	6.17.3 If at any time during performance of the contract, the successful Contractor should encounter impeding timely completion of the services under the contract and performance of services, the successful bidder shall promptly notify the department in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the successful contractors notice, the department shall evaluate the situation and may at its discretion extend the successful bidders time.	6.17.3 If at any time during performance of the contract, the successful Contractor should encounter anything impeding timely completion of the services under the contract and performance of services, the successful bidder shall promptly notify the department in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the successful contractors notice, the department shall evaluate the situation and may at its discretion extend the successful bidders time.
41	6.18 LIQUIDATED DAMAGES In the event of failure of the Contractor to secure acceptance by	6.18 LIQUIDATED DAMAGES In the event of failure of the Contractor to secure acceptance by the

	<p>the Department, before the commencement date as prescribed by the Department, the department reserves the option to recover from the successful Contractor as liquidated damages and by way of penalty, for the period after the said commencement date, until acceptance a sum equivalent to 0.01% of anticipated annual turn over for each working day for the failure of the successful bidder, until delay is rectified up to a maximum equivalent to 2 % of anticipated turn over for one year and 10% of the anticipated turnover for five years, to secure acceptance or part thereof, without prejudice to other remedies under the contract.</p>	<p>Department, before the commencement date as prescribed by the Department, the department reserves the option to recover from the successful Contractor as liquidated damages and by way of penalty, for the period after the said commencement date, until acceptance a sum equivalent to 0.01% of anticipated annual turn over for each working day for the failure of the successful bidder, until delay is rectified upto a maximum equivalent to 2 % of anticipated turn over for one year or part thereof, without prejudice to other remedies under the contract.</p>
42	<p>6.19 TERMINATION OF THE CONTRACT The Government will have a right to cancel the Contract if the successful Contractor causes any material breach of any or all conditions or any material breach of the contract. Material breach of contract includes, but is not limited to the following:</p>	<p>6.19 TERMINATION OF THE CONTRACT The Government will have a right to cancel the Contract if the successful Contractor causes any material breach of any or all conditions or any material breach of the contract. Material breach of contract includes, but is not limited to the following:</p>

	<p>1. Failure of the successful Contractor to correct such defects/regularity within a reasonable period of time pursuant to the notice received from the Transport Commissioner.</p> <p>2. Upon the successful bidder being knowingly and directly involved in distribution of duplicate High Security Registration Plates without authority letter from the Registering Authority and / or leaking the security / features.</p> <p>3. Failure of the successful Contractor to submit valid "Conformity of Production Certificate" periodically as per the guidelines of the approved Testing Agency to the Transport Department.</p> <p>4. In the event of termination, for any reason, during the pendency of contract transport department shall impose penalty / reserves the right to ask to continue till alternative arrangements are made / and reserve right to enter into contract with any person /company as the case may be</p>	<p>1.Failure of the successful Contractor to correct undue delay/ defects/irregularity within a reasonable period of time pursuant to the notice received from the Transport Commissioner.</p> <p>2.Upon the successful bidder being knowingly and directly involved in distribution of duplicate High Security Registration Plates without authority letter from the Registering Authority and / or leaking the security / features.</p> <p>3. Failure of the successful Contractor to submit valid "Conformity of Production Certificate" periodically as per the guidelines of the approved Testing Agency to the Transport Department.</p> <p>4. In the event of termination, for any reason, during the pendency of contract transport department shall impose penalty / reserves the right to ask to continue till alternative arrangements are made / and reserve right to enter into contract with any person / company</p>
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	<p>as deemed fit by the Transport Commissioner.</p> <p>In case of material breach of the contract by the successful bidder for any of the above reason, the Government shall have the right to terminate the contract and forfeit the performance security.</p>	<p>as the case may be as deemed fit by the Transport Commissioner.</p> <p>In case of material breach of the contract by the successful bidder for any of the above reason, the Government shall have the right to terminate the contract and forfeit the performance security.</p>												
43	<p>Annexure II Division wise Name of the Regional Transport Offices/Unit Offices</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Name of the Divisions</th> <th>Name of the RTO/ Unit Office</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl.No.	Name of the Divisions	Name of the RTO/ Unit Office				<p>Annexure II Name of the Regional Transport Offices/Unit Offices</p> <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Name of the RTO/Unit Office</th> <th> </th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl.No	Name of the RTO/Unit Office				
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44	<p>Annexure XVI</p> <p>DIVISION WISE VEHICLE POPULATION AS ON 01.07.2011</p>	<p>Annexure XVI</p> <p>VEHICLE POPULATION AS ON 01.07.2011.</p> <p>Sub headings of Divisions I to VI and Division wise sub totals of vehicle populations mentioned in the Annexure XVI are deleted retaining the State wide total of all RTO and Unit Office.</p>												

Dated: 05.11.2011

Transport Commissioner
Chennai – 5

Government of Tamilnadu Transport Department Clarifications on the queries on the bid document for the HSRP Project in Tamilnadu			
Sl.No	Gist of Queries	Ref. to Bid document	Clarifications
1	Eligibility criteria 1.1.1 to be changed as follows: The Bidders/Joint Venture must have obtained TAC in its name from the test agencies for the HSRP as per the Gazette notification referred to above and the certificate must be valid.(2.5.3)	1.1.1	Refer addendum to clause 1.1.1
2	Clause 1.1.2 to be changed as follows: The bidder must be a company registered under the Indian Companies Act 1956 or a Joint Venture which has been registered under the Indian Companies Act 1956.	1.1.2	Bid conditions are confirmed..
3	Deletion of Word consortium will remove the chances of the work HSRP being done by ineligible person in the event of withdrawal of any member	1.1.2	Bid conditions are confirmed..
4	Whether experience on HSRP works is mandatory requirement? No experience criteria in terms of country experience, turnover requirement out of license plate business and state experience in terms of working in any State/Union	1.1.4 2.1.3	Not mandatory. Please refer addendum to clause 2.1.3.

	Territory in India		
5	Should have a stringent turnover from license plate business as well to make sure that the bidder is having the turnover in the relevant/desired field. The Bidder should have minimum turn over equivalent to Rs.30 crore in the immediately proceeding last year out of which atleast 25% of this turnover must be from the License Plate Business.	1.1.4	The bid conditions are confirmed.
6	Change of clause 1.1.4 to average turnover equivalent to Rs.50 crores from the immediately preceding 3 years	1.1.4	Bid conditions are confirmed
7	Clause 1.1.4 Instead of annual turnover equivalent to Rs.50 crores in each year in the immediately preceding last 3 years, minimum average turnover equivalent to Rs.50 crores in each year in the immediately preceding last 3 years out of which minimum turnover equivalent to 15% (ie. Minimum 7.5 Cr) must be from the license plate business. Certificate confirming above and certificate of minimum 15 being from license plate business will have to be provided duly attested by a Chartered Accountant/Any Bank to be attached in Support of fulfilment of this condition	1.1.4	Bid conditions are confirmed.
8	Whether EMD can be given in the form of Bank Guarantee	1.5.1 & 4.2.1 xxv(a)	Bid conditions are confirmed.
9	E.M.D may be refunded as soon as financial bids are opened and L1 is identified.	1.5.3	Bid conditions are confirmed.

10	Clause 1.1.6. to be changed as follows: The Joint Venture shall be legal entity as a company registered under the Indian Companies Act, 1956. The lead member of the Joint Venture must have 40% of the equity. Credentials of the partners holding less than 20% equity in respect of Project experience, turnover net worth etc shall not be considered.	1.1.6 1.1.5	Please refer addendum to 1.1.6 Bid conditions are confirmed
11	With six vendors six kinds of registration plates starting with different unique security code of two alphabets allotted by the testing agencies will be found in the State creating total confusion in case of any accident, theft etc. defeats the very purpose of the project.	2.1.1	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2
12	The very objective of the scheme will be defeated as the state will have to compromise on the uniformity as all the six selected vendors will have different fonts approved by the testing agencies.	2.1.1	There will be only one contractor. Specifications of the font will be specified at the time of award of contract. Refer addendum to clause 3.1.2
13	Prices will go up as the cost of data centre to be located in Chennai will be apportioned to 13% vehicle population rather than on 100% if the entire state is allotted to one vendor.	3.1.2	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2
14	The division of State of Tamilnadu into 6 divisions and allotment of only 2 divisions to one bidder which is also contrary to judgement because if multi	3.1.2 3.1.3	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2

	manufacturers will be working in one state then it will seriously impair the high security concept in affixations of new plates on the vehicles		
15	In case of less than six bidders participating in the bidding process, will the State re-tender. In case of more than 6 bids if the L2, L3,L4,L5,L5 and L6 refuse to match the price of will L1 be allotted the entire state or the State will retender.	3.1.2 3.1.3	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2. Clause 3.1.3 stands deleted
16	L1 Bidder should have the first choice of choosing two divisions where he will operate.	3.1.3	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2. Clause 3.1.3 stands deleted
17	Clause 3.1.3. that a bidder will be awarded maximum of 2 divisions only. Bidders may indicate their choice of divisions giving the order of preference. However the Tender Accepting Authority reserves the right to allot the divisions to be deleted	3.1.3	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2. Clause 3.1.3 stands deleted
18	No second contractor will be approved during the currency of the contractor except in case of termination. Clause 5.2.1 says that HSRP can be fixed	3.1.3. & 5.2.1	Please refer addendum 3.1.2 & 5.1 and 5.2.1.

	by Approved Representative. This contradicts the clause 3.1.3.		Clause 3.1.3 stands deleted
19	Whether factory for manufacturing blank number plates is mandatory or can also source the some other manufacturer	3.1.4	Please refer to new clause 1.1.8 and addendum to clause 3.1.4
20	3 Months time for producing COP to be changed as 6 months time	3.1.4	Bid conditions are confirmed.
21	Can we source the number plates from a manufacturer outside India	3.1.4	It is not allowed Please refer clause 3.1.4.
22	Typographical mistake in clause 4.2.1 that certificate of net worth of Rs.0 crore may please be corrected	4.2.1. (xv)	Since corrected. Please refer addendum to clause 4.2.1.(XV)
23	The bid is open only to companies having TAC and any TAC holder already has proven his sourcing tie ups. Please remove this clause.	4.2.1.(xx)	Bid conditions are confirmed.
24	Income Tax clearance certificate be submitted as per Clause 4.2.1(xxiv). The income tax department does not issue clearance certificates. This clause may be deleted	4.2.1(xxiv)	Clause 4.2.1(xxiv) stands deleted.
25	4.2.1. i) Original copies of bid document duly signed be submitted as per Clause 4.2.1(xxvi) What happens if the bid document has been downloaded. ii) It is not clear about sealing and marking of bids	4.2.1(xxvi) 4.7.1	The bidder shall certify that no corrections or alterations were made in the bid document as per notice inviting bid. Please refer clause 4.7.1. for sealing and marking

26	<p>There is no clause regarding the details of the manufacturing facility like location of main unit, production capacity, equipment installed etc.</p> <p>Such manufacturers are selected who have HSRP manufacturing plant up and running already in India and must have obtained the COP</p> <p>Factory/manufacturing plant should be physically verified by the Department officials at the time of technical qualification and not just rely on the documents submitted with the Bid. This way way Transport department can physically see the preparedness of the bidder as how much raw material is stock and how soon that bidder can implement HSRP project.</p> <p>Annexure I asks for undertaking that manufacturing unit will be set up within stipulated time of 3 months. Since an undertaking to set up the manufacturing unit is being asked in the Annexure, the question of inspection of manufacturing plant does not arise.</p>	3.1.4, 4.2.1(xxiv)	<p>Please refer to new clause 1.1.8 and addendum to clause 3.1.4.</p> <p>The bid conditions in clause 4.2.1. (XXIII), 4.2.1. (XXVII) are confirmed.</p>
27	Whether prices shall be inclusive of local taxes, Vat since the vat and taxes changes year by year	4.3.3	Bid conditions are confirmed.
28	Price escalation of 5% / 10% shall be permitted every year.	4.3 and 6	No price escalation allowed.
29	There is a great chance of giving High price for individual item and it has to be clarified that the total individual item cannot be more than the price quoted for the set (when added up) and then 20% extra can be	4.3 Form II	Please refer addendum to clause 4.3.2.

	charged on these individual item rate to cover up the extra working. Whether the prices quoted in Form II shall be taken for evaluation		
30	Regarding criteria for award of contract may please be explained. It is not clear if a bidder can bid one division only or for more than two divisions. Will the rates be same for all the divisions?(4.22.1)	3.1.3 4.22.1	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2
31	Financial Bid gives the percent of Scooters, Motorcycles, Mopeds and Agriculture Vehicle together. It would be difficult to match the Rates with Financial Form II.	Price Bid Form I and Form II	Please refer to addendum to clause 4.3.2
32	Clause 4.6.4 to be changed as follows: If the bid is submitted by a Joint Venture of two or more firms, the authorised representative of the Joint Venture Consortium shall sign the bid documents. A notarised copy of the power of attorney to the authorised signatories of all the firms of the Joint Venture Consortium shall accompany the bid document.	4.6.4	Bid conditions are confirmed
33	Clause 4.19, shall be modified as follows: The Transport Commissioner will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and has been found eligible whose offer is received lowest sum total of the weighted rates following the provisions	4.19 4.22	Please refer to addendum to clause 4.22.1.

	of the Tamilnadu Transparency in Tenders Act and rules framed thereunder.		
34	Clause 4.22.1 (negotiation clause) to be deleted	4.22.1	Please refer to addendum to clause 3.1.2 and 4.22.1.
35	Performance Guarantee to be prescribed as Rs.2 crores instead of 2%	4.25	Please refer to addendum to clause 4.25.1.
36	The time limit for affixing HSRP may be increased from 3 to 6 days	5.2.2	Please refer addendum to clause.5.2.2
37	Premium of 50% on the agreed price to be allowed for replacement	5.5	Premium for replacement not allowed. Please refer addendum to clause 4.3.2.
38	Clause 5.5. In case of manufacturing defect on account of hot stamping and reflective sheet within 5 years period for imperishable nature, the plate shall be replaced free of cost - To be deleted	5.5	Bid conditions are confirmed..
39	Whether the space for embossing station shall be provided by the Transport Department The successful bidder shall arrange make their own arrangement for their office. This contradict with clause 5.7.	5.1 5.7 5.9	Bid conditions are confirmed
40	Delete clause about the right to appoint independent auditors to have the books, premises and operations examined at the cost of the successful bidder	5.10.3	Bid conditions are confirmed.
41	Contract period is only for 5 years wherein as per judgment dated 30.11.2004 categorically defines the period of 15 years.	6	Bid conditions are confirmed.
42	Delete the clause 6.10. on maintaining Confidentiality.	6.10	Bid conditions are confirmed .

43	<p>Definition of bidder to be changed as follows: Bidder shall mean a legal corporate entity registered under the Indian Companies Act 1956 holding a valid Type Approval Certificate from the competent authorities and shall include a Joint Venture/Consortium which is eligible to bid to participate in the bid in the stages of prequalification, bidding process and includes the successful bidder during the currency of the contract</p>	6.1.6	Bid conditions are confirmed
44	<p>Definition of Joint Venture to be changed as follows: Joint Venture means an association of two or more but not exceeding three individuals or corporate bodies of which one of the partners in an Indian entity. This Joint Venture shall be a legal entity as a company registered under the Indian Companies Act 1956. Credentials of the partners holding less than 20% equity in respect of Project experience, turnover, net worth etc. shall not be considered.</p>	6.1.13	Bid conditions are confirmed
45	<p>Definition of Registered Power of Attorney to be changed as follows: Power of Attorney means a document executed on the prescribed non-judicial stamp paper duly notarized authorizing the bidders representative to sign the bid on behalf of Bidder signed by legally authorised</p>	6.1.28	Please refer addendum to clause 6.1.28.

	signatories of all the firm/firms of the Joint Venture.		
46	Clause 6.6.(Samples) to be modified To made available to registering authorities may be changed as Transport Commissioner	6.6	Bid conditions are confirmed..
47	How will the four data bases at six data centres be consolidated? The Department will need its own data centre to update the date from the four.	6.8.2	The contract will be awarded to a single contractor. Refer addendum to clause 3.1.2
48	Delete the clause 6.8.2, 6.8.3 about enterprise resource planning and online management, business process re engineering.	6.8.2	Bid conditions are confirmed.
49	Refund of Performance Guarantee(clause 6.29)to be modified.	6.29	Bid conditions are confirmed.
50	The Bidder or any of the Joint Venture/Consortium Partners should have executed work in atleast 3 countries for Registration Plates involving atleast one of the following three security features as prescribed in Rule 50 of CMVR	1.1.2	Bid conditions are confirmed.
51	The Bidder or any one of the Joint Venture/Consortium Partners should have his own manufacturing facility in India on the date of notification of the tender.	1.1.8.	Please refer new clause 1.1.8.
52	The method of computing the technical capacity and financial capacity of the bidder/consortium members shall be altered.	1.1.6	Bid conditions are confirmed.

Dated: 05-11-2011

Transport Commissioner
Chennai- 5