

GOVERNMENT OF TAMIL NADU
TRANSPORT DEPARTMENT
BID FOR HIGH SECURITY REGISTRATION PLATES
INVITATION FOR BIDS (IFB)

The Government of Tamil Nadu have proposed to implement the revised rule 50 of Central Motor Vehicles Rules, 1989 as notified by the Government of India, Ministry of Road Transport and Highways vide Gazette Notification No.221 (E) dated 28.03.2001, SO No.814 (E) dated 22.08.2001, SO No.1041 (E) dated 16.10.2001 and S.O No.499 (E) dated: 9.5.2002 to introduce High Security Registration Plate system in India for all types of vehicles in the State.

On behalf of the Governor of Tamil Nadu, the Transport Commissioner invites bid from the eligible bidders following the method **two-cover system** through **an open tender** for the selection of eligible bidders **having Type Approval Certificate for the implementation of High Security Registration Plate project** in the State of Tamil Nadu. The award of contract shall be for the divisions as specified therefor in conformity with the specifications mentioned in the bid document for a period of **five years**.

The project of issue of High Security Registration Plate will be implemented on **“BUILD, OWN AND OPERATE” (BOO)** basis. The person implementing the project will assemble, establish, procure technology, design, develop, produce, emboss, affix and fit the High Security Registration Plates and finance, maintain and operate the infrastructure, observe formalities, services and establishment and all costs involved in establishing Embossing Stations, Site implementation and Networking within the State with Blank plates manufacturing units and all within the territory of India will have to be borne by the bidder himself.

1	Name of the Department	Transport Department, Ezhilagam Complex, Chepauk, Chennai-600 005
2	Name of the Work	Design, manufacture, Supply, and fixing of High Security Registration Plates in vehicles in Tamil Nadu
3	Address for obtaining and submission of bid documents	Office of the Transport Commissioner , Ezhilagam Complex, Chepauk, Chennai-600005 Telephone No. 044-28583497 Tele Fax No. 044-28412244 E-Mail: sta.tn@nic.in Website:www.tn.gov.in/sta
4	Earnest Money Deposit	Rs.60,00,000/- (Rupees sixty lakh only)
5	Cost of Bid document	Rs.5,000/- plus 5% VAT
6	Sale of Bid document	From 20.09.2011 to 20.10.2011 in all working days between 10.00 a.m. and 2.00 p.m.
7	Last date and time of submission of bids	21.10.2011 upto 3.30 p.m.
8	Opening of Technical Bids	21.10.2011 at 4.00 p.m.
9	Validity of bid	120 days.

Bid Documents may be purchased from the office of the Transport Commissioner, Chennai-5 between 20.9.2011 and 20.10.2011 on any working day between 10.00 a.m. and 2.00 p.m. both days inclusive, against non-refundable price (for each set of two copies) of Rs.5,250/- (Rupees Five Thousand Two Hundred and Fifty inclusive of 5% VAT) in Cash or by Demand Draft drawn on any Nationalized Bank payable at Chennai in favour of Transport Commissioner, Chennai-5.

The bid document is also available in the websites: www.tn.gov.in/sta and “ www.tenders.tn.gov.in”

Bid documents can also be downloaded from the above websites and used free of cost. The bidder who downloaded Bid documents shall declare that no corrections or alterations were made in the bid document. The bid documents obtained from the Department **are not transferable**.

If bid documents are required to be sent **by registered post** a sum of Rs.500/- is to be paid extra. In any event of postal delay or non delivery of bid document, the Transport Department **will not be responsible**.

The eligibility criteria and other terms and conditions as per the bid documents have to be followed strictly. The Tender Accepting Authority has the right to reject any or all bids received without assigning any reasons therefor.

Chennai

Dated: 19.9.2011

**TRANSPORT COMMISSIONER,
Chennai-5.**

SECTION I
1. INSTRUCTIONS TO THE BIDDER

ELIGIBLE BIDDERS

- 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.
- 1.1.2 The Bidder may be an individual / a company/ Joint Venture. In case of a Joint Venture / Consortium, all partners shall be liable, jointly or severally during the bidding process and during the currency of the contract period in accordance with the terms of contract. The bid shall be signed so as to legally bind all partners, jointly and severally.
- 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).
- 1.1.4 The Bidders or the Joint venture/Consortium partners together must have an annual turnover equivalent to **Rs.50 Crores** in each year in the immediately preceding last **3 years**. (Consolidated balance sheet certified by a Chartered Accountant to be produced).
- 1.1.5. In the case of a Consortium/ Joint Venture the partners of the Consortium shall meet the financial eligibility criteria as mentioned above in Clause 1.1.3 and 1.1.4. As regards the technical criteria of possessing the type approval from the authorized agencies, any one of the partners must possess the same. The Consortium / Joint Venture must be through a registered deed.
- 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.
- 1.1.7. The bidders, their suppliers, contractors, partners etc. must not have any criminal antecedents and must not have been involved in any economic or any criminal offences.

1.2. COST OF BIDDING

The Bidder shall bear all cost(s) associated with the preparation and submission of bid and the Government will in no case be responsible or liable for such cost, regardless of the contract or outcome of the bidding process.

1.3. PRESENTATION/DEMONSTRATION

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.

The said Bidder should give the Data Flow Diagram for the entire system enumerating the Data Information Flow, Implementation, and Operational Flow Chart etc., along with its understanding of the project

PRE BID MEETING

- 1.4.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at 11.00 A.M. on 04.10.2011
- 1.4.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 1.4.3 The bidder is requested to submit any questions in writing or by cable to reach the Transport Commissioner before the meeting.
- 1.4.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Transport Commissioner exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.
- 1.4.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

EARNEST MONEY DEPOSIT

- 1.5.1. The Bidder shall furnish, as part of his bid, an Earnest Money Deposit for the amount of Rs.60 lakh as mentioned in "Invitation for Bids"
- 1.5.2. Any Bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by the Transport Commissioner as non responsive.
- 1.5.3. The Earnest Money Deposit of unsuccessful bidders will be released as promptly as possible but not before the successful bidder has entered into an agreement with the Transport Commissioner. No interest

whatsoever is payable to the bidder by the Transport Commissioner on Earnest Money Deposit.

1.5.4 The Earnest Money Deposit of successful bidder will be adjusted against the performance security without interest.

1.5.5. The Earnest Money Deposit may be forfeited :

- a) If the bidder withdraws the bid after opening of the bid, within the validity period.
- b) In the case of successful bidder, if the bidder fails to,-
 - i) furnish the required performance Security within 15 days from the date of notification notifying the successful bidder; or
 - ii) sign the Agreement.

SCOPE OF CONTRACT AND BIDDING PROCESS

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

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 his own risks and all costs involved in establishing / Embossing Stations, Site implementation and Networking within the State, with Blank plates manufacturing unit and all within the territory of India will have to be borne by the bidder himself.

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. High Security Registration Plates and the 3rd Registration mark in the form of self destructive type shall be issued and fixed in the manner prescribed in Govt. of India notification on vehicles at the premises of the Registering Authorities.

Registering Authority/The Transport Commissioner may give directions about the colour or additional information which should be printed on the 3rd Registration Plate to the bidder from time to time. It will be mandatory for the existing registered vehicles, to replace the existing number plates with new High Security Registration Plates, within two years of launch of this scheme.

- 2.1.3. Bidding process is to ensure that such manufacturer is selected by the State to comply with the overall objective of the notification of the Ministry of Road Transport & Highways, Govt. of India, GSR No.221 (E) dated 28th March 2001 and subsequently S.O.No.814(E) dated:22-08-2001 and S.O.1041 (E) dated 16th October , 2001 and subsequent notifications issued from time to time, selected manufacturer who has capability and capacity to invest and build necessary infrastructure so that the scheme becomes operational from the targeted date to be notified by the Government.

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 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

IMPLEMENTATION OF THE PROJECT

- 3.1.1. Objective of this scheme is to ensure uniformity in size, colour and specifications of the High Security Registration Plates all over India, to all types of vehicles being registered/already registered as per rule 50 of the Central Motor Vehicles Rules,1989 read with the notification issued by the Government of India from time to time.
- 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
- 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, he Tender Accepting Authority reserves the right to allot the divisions.
- 3.1.4 The Bidder should have to set 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
- 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".

SECTION – II
PREPARATION OF BIDS

4.1 LANGUAGE OF BID:

The bid documents relating to the bid between the bidder and the Government shall be in **English language only**.

MANNER OF SUBMISSION OF DOCUMENTS

4.2.1. The offer shall contain the following documents and be submitted induplicate in two separate envelopes numbered and marked on the cover in the manner detailed below.

Envelope No. 1: The first envelope clearly marked as envelope No1 (TECHNICAL BID) shall contain the following

- i) Letter of Application on the letterhead of the bidder
- ii) General Information
- iii) Documentary evidence for Structure and Organization
- iv) Details of the minimum number of Key Plant Machinery and Equipments to be owned by the bidder
- v) Equipment Capabilities undertaking
- vi) Participation in the Joint venture/Consortium Partner
- vii) Documentary evidence for Personnel Capabilities
- viii) List of Key Personnel required to be deployed on the contract Work
- ix) General Experience Record
- x) Joint venture /Consortium Summary
- xi) Affidavit in Annexure XIII
- xii) Undertaking of the bidder in Annexure XIV.
- xiii) Current Contract Commitment/Works in progress in India
- xiv) The bidder should also invariably give the details of 'ON LINE' management system and access method relating to the issuance of High Security Registration Plates.

- 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.0 Crores during the past 3 years along with consolidated balance sheet
- xvi) Proof of Annual Turnover equivalent to Rs.50 Crores in the last 3 years (certificate from Chartered Accountant should be enclosed).
- xvii) Authority to seek references from the Bankers.
- xviii) Undertaking as regards to setting up and creating other infrastructural facilities as mentioned in the bid documents sufficient to cater to minimum one year requirement of
- ix) Documents in support of the profile of the Bidder, Memorandum and Articles of Association.
- xx) The Bidder should also enclose documents relating to the tie-up/consortium for sourcing of the following:
 1. Reflective Sheeting.
 2. Aluminum Plates.
 3. Hot stamping Foils
 4. Holograms
 5. Laser Printing
 6. Snap Locks
 7. Embossing Stations.
- xxi) The Bidder shall give complete break up of infrastructure and facilities to be created at the RTO level and Unit office level for covering the different Registering Authorities in Tamil Nadu as shown in Annexure I, with the logistics plan and delivery mechanism and the number of embossing stations proposed in the State and details of equipments/facilities to be installed in each embossing station. However, the bidder shall ascertain all relevant facts regarding the State at his own cost and expense.
- xxii) Details of Bidders understanding of the concept of providing High Security Registration Plates. A detailed write up on the concept of scheme and method of its implementation in the State to be attached.
- xxiii) Field Performance Warranty from the manufacturer of the retro reflective sheeting for the proposed Registration Plates for a period of five years.
- xxiv) Income Tax Clearance Certificate which is valid on the date of opening of the bid (true copy thereof duly attested by Gazetted Officer)
- xxv) a) The Earnest Money Deposit of Rs.60,00,000/- (Rupees Sixty lakhs only) in favour of the Transport Commissioner, Tamil Nadu and shall be in the form of Banker's Cheque / Bank demand Draft from any

Nationalized/Scheduled Bank (Except Co-operative Bank) payable at Chennai.

- b) Any Certificate, which purports to exempt the bidder from payment of Earnest Money Deposit, will not be accepted.
 - c) Any Bid not accompanied by an acceptable EMD in the manner stated above shall be summarily rejected by the Transport Commissioner as non-responsive bid and the other unopened envelopes shall be returned, without entertaining any correspondence whatsoever.
- 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"
- xxvii) The bidder shall provide the following details of their manufacturing facility which shall be liable for inspection.
- a) Location of the main unit
 - b) Area of Land
 - c) Production Capacity
 - d) Date by which the unit has become operational
 - e) Copies of necessary approvals & Factory Licenses.
 - f) Details of Technology being used and system characteristics.
 - g) Plan for interconnectivity and networking
 - h) Details and make of equipments installed.
- xxviii) Works programme for implementation of the scheme including scheduling and Bar Chart for the project along with an undertaking to strictly adhering to the schedule as submitted.
- 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 installed in each embossing stations.
- xxx) The details of bidder's understanding of the concept of providing High Security Registration Plates.
- xxxi) Prices should not be indicated in the technical bid in any form.

ENVELOPE 2

The second envelope clearly marked as “**Envelope No.-2 (PRICE BID)**” shall contain the rates to be offered in the Financial Bid given in Form I and in Form II in the bid documents

4.3 BID PRICES

- 4.3.1. The Bidder shall fill in rates and prices both in figures and words in Financial Bid Form I for supplying and fixing complete set of Registration Plates, including 3rd Registration plate sticker (where required) and Snap Lock for each category of existing vehicle and the newly registered vehicles 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.
- 4.3.2 The bidder shall quote rates for replacement of each size of Registration Plate, 3rd 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.
- 4.3.3. The rates quoted by the Bidder shall only be charged from a vehicle owner uniformly for each category of vehicles and shall be inclusive of all duties and taxes. No other charges shall be levied from the vehicle owners.

BID VALIDITY

- 4.4.1 Bid shall remain valid for a period not less than **120 days** after the deadline for bid submission.
- 4.4.2 Bids, which are valid for a shorter period than that required by the Transport Commissioner shall be treated as non-responsive and rejected.
- 4.4.3 In exceptional circumstances, prior to expiry of the original validity period, the Transport Commissioner may request that the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. Refusal of the bidder to extend the validity period will not entail forfeiture of his Earnest Money Deposit. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his offer along with his consent to keep the Earnest Money Deposit also valid for the extended valid period as requested by the Transport Commissioner .

ALTERNATIVE PROPOSALS BY BIDDERS

- 4.5 Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of Contract, basic technical design as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation and are liable to be rejected summarily.

SIGNING OF THE BID

- 4.6.1 If the bid is submitted by a proprietary firm it shall be signed by the proprietor with his full name and full name of his firm with its current address.
- 4.6.2 If the bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses, or alternatively by a partner holding power of attorney for the firm (a certified copy of the power of attorney shall accompany the application). A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the bid document.
- 4.6.3 If a limited company or a corporation submits the bid , it shall be signed by a duly authorized person holding power of attorney for signing the bid document, in which case a certified copy of the power of attorney shall accompany the bid
- 4.6.4 If the bid is submitted by a Joint venture Consortium of two or more firms, the authorized representative of the Joint venture Consortium shall sign the bid documents. A certified copy of the power of attorney to the authorized representative, signed by legally authorized signatories of all the firms of the Joint venture Consortium shall accompany the bid document.
- 4.6.5 The original of the bid shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid and where entries or amendments have been made shall be initialed by the person or persons signing the bid. Photocopies duly attested are acceptable.
- 4.6.6 The bid shall ordinarily contain no alterations or additions, except those to comply with instructions issued by the Government, or as may be necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.
- 4.6.7 Full names, occupations, address and date shall be provided below their signatures of all witnesses and sureties.

SEALING AND MARKING OF THE BID

4.7.1 The Bidder shall prepare two separate envelopes duly sealed and shall be marked with the following information:

- a) Name of the Bidder:.....
- b) Bid for the Project of ...
- c) Envelope No. 1 (Technical Bid) Envelope No. 2 (Financial Bid)
- d) Date of Opening of the Bid.....

Addressed to

The Transport Commissioner, Ezhilagam Complex,
Chepauk, Chennai-600005

4.7.2 The above two envelope nos. 1 & 2 shall be put together in one common cover and sealed. This sealed cover shall be marked on the Left Hand Top Corner "BID FOR THE PROJECT OF HIGH SECURITY REGISTRATION PLATES".

4.7.3 If the outer cover is not sealed and marked as above, the Transport Commissioner has no responsibility for the misplacement of its contents or any leakage of information or any other consequence resulting in any loss or detriment to the bidder.

4.7.4. The bids must be received at the address specified not later than 3.30 PM 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.

4.7.5 The Government may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

4.8 Bids received after 3.30 p.m. on 21.10.2011 will be returned unopened to the bidder.

4.9 Prices in any form or by any reason in Technical or before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

MODIFICATION OF BIDS

4.10.1 No bid will be allowed to be modified after the deadline for submission of the bids.

4.10.2. Withdrawal or modification of bid between the deadline for submission of bids and expiry of the original period of the bid validity or as extended shall result in the forfeiture of the Earnest Money Deposit and shall disqualify the bidder for future bidding.

4.11 LOCAL CONDITIONS

It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors which would have any effect on the performance of the Contract and /or the cost.

4.12 ADDRESS FOR CORRESPONDENCE

The Bidder shall designate the official mailing address and place to which all correspondence shall be sent by the Transport Commissioner.

4.13 DISQUALIFICATION OF BIDS

The Bidder is will be disqualified if the bidder/constituent partner made misleading or false representation in the forms, statements and attachments submitted or been debarred by the Government as on the date of submission of bid.

OPENING OF BIDS AND EVALUATION

ENVELOPE NO.1 (Technical BID)

- 4.14.1 The Technical bid will be opened first to verify its contents as per the requirement.
- 4.14.2 It is imperative for all the bidders to furnish all the documents and evidences as per Clause 4.2. If the documents in the envelope do not meet the requirements, the remaining envelope shall not be considered further for evaluation. The Transport Commissioner reserves the right to ask for the missing/incomplete information/Historical data.

Scrutiny and evaluation of contents of Envelope Number 1 may take sometime. A suitable date and time of opening of Envelope No.2 will be intimated and it shall be opened in the presence of only those bidders whose envelope Number 2 is to be opened.

4.15 ENVELOPE NUMBER.2 (FINANCIAL BID)

Envelope Number 2 of only those bidders who have been found qualified for final round shall be opened in the presence of the bidders or their representative, who choose to attend at the time and the place which will be communicated to them in advance. The financial bid shall be read out to the Bidders present at the time of opening

4.16 PROCESS TO BE CONFIDENTIAL

Information relating to the process of examination, clarification, evaluation, and comparison of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Transport Commissioner's processing of bids or award decisions may result in the rejection of his bid.

PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 4.17.1 Prior to the detailed evaluation of bids, the Scrutiny Committee will determine whether each bid :
- i. Has been properly signed
 - ii. Is accompanied by the required securities.
 - iii. Is substantially responsive to the requirements of the bidding documents.
- 4.17.2 For the purpose of bid evaluation, a substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding documents without any deviation or reservation. A deviation or reservation is one :
1. Which affects in any substantial way the scope, quality or performance of the project?
 2. Which limits in any substantial way, is inconsistent with the bidding document, the Government rights or the bidder's obligations under the contract or
 3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 4.17.3 If a bid is not substantially responsive, it will be rejected by the Transport Commissioner and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

CRITERIA FOR EVALUATION OF BIDS

- 4.18.1 Evaluation will be carried out by Scrutiny Committee on the basis of the information supplied by the bidders
- 4.18.2 Bids will be evaluated based on the technical qualifications and financial capabilities as stipulated in clause I. Further if necessary, **inspections of the facilities shall be carried out by the Department.**

- 4.18.3 The post qualification will be carried out as per the qualification criteria in Clause 1 (Eligible Bidders)

The entire process of receipt of tenders, scrutiny of Tenders and Evaluation of tenders shall be done in accordance with the Tamilnadu Transparency in Tender Act, and rules framed there under.

4.19 CORRECTION OF ERRORS

- 4.19.1 Bids determined to be substantially responsive will be checked for any arithmetic errors and where there is a discrepancy between the amount in figures and in words, the lesser of the two will govern.
- 4.19.2 The rates stated in the bid will be adjusted in accordance with the procedure as per Sub-clause 4.20.1 for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid, the Bid will be rejected, and the Earnest Money Deposit shall be forfeited.

CURRENCY FOR BID EVALUATION

- 4.20.1 The unit rates and the prices shall be quoted by the bidder in Indian Rupees Only.
- 4.20.2 Bid will be evaluated on the basis of all calculations in Indian Currency only.

EVALUATION AND COMPARISON OF BIDS

- 4.21.1 Tender scrutiny committee appointed by the Transport Commissioner will evaluate and compare bids determined to be substantially responsive only.
- 4.21.2 In evaluation of the bids, the Transport Commissioner will determine for each bid the Evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 4.19.

CRITERIA FOR AWARD OF CONTRACT

- 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 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 thereunder.

4.22.2 The lowest bidder be invited for negotiation if required. After notifying the successful bidder, the successful bidder shall intimate the Transport Commissioner of his acceptance of the offer in writing. In case the lowest bidder does not accept the offer, the same shall be passed on to the next lowest bidder till the completion of the process.

RIGHT TO ACCEPT ANY BID TO REJECT ANY OR ALL BIDS BY THE TENDER ACCEPTING AUTHORITY

4.23.1 The decision of the Transport Commissioner regarding the opening evaluation, qualification, and award of the bid shall be final and binding on all the bidders.

4.23.2 The Transport Commissioner reserves the right to reject any or all offers received from the bidders without assigning any reason.

NOTIFICATION OF AWARD

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".

4.24.2. The notification of award will constitute the formation of the Contract, subject only to furnishing of a performance security in accordance with the provisions.

PERFORMANCE SECURITY

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 issued shall be given.

The Government will review the performance periodically during the period of the contract

- i) Banker's Cheque/bank draft / fixed deposit receipt drawn in favour of Transport Commissioner, THE STATE OF TAMIL NADU.

OR

A bank guarantee in the format given of the bid documents from any Nationalized or Scheduled Bank of India.

4.25.2 Failure of the successful bidder to comply with deposit of the performance security within 15 days shall lead to cancellation of the award and forfeiture of the Earnest Money Deposit.

- 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 and completion of the Contract as per

SIGNING OF AGREEMENT

- 4.26.1 At the same time the Transport Commissioner notifies to the successful bidder that his bid has been accepted, he will be directed to attend the Office of Transport Commissioner on a date determined for signing the formal agreement between the parties. The signing of the agreement shall take place only after furnishing of Performance Security by the bidder as per Clause 4.25
- 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.

4.27 CORRUPT OR FRAUDULENT PRACTICES

The Government requires that all the bidders should observe the highest standard of ethics in pursuant to this policy, the Government.

- a) Defines, for the purposes of this provision, the terms set forth as follows:
- i) "Corrupt Practice" means on the part of the officials in the public or private sector by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so , by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value.
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence an evaluation process or execution to the detriment of the Transport Commissioner , and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Transport Commissioner of the benefits of free and open competition.
- b) Will reject a proposal for award if Transport Commissioner determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged
- d) in corrupt or fraudulent practice in competing for, or in executing, this project.

INDEMNITY:-

- 4.28.1 The Successful bidder shall be responsible for the issue of any substandard defective High Security Registration Plate or Number Plates with incorrect information or stolen High Security Registration Plates and if any Legal, Financial liabilities arise due to above, in no case Transport Department of concerned Registration Authority will be responsible.
- 4.28.2 The Bidder, at his / her / their own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

SECTION – III**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 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 bidder will ensure for proper supply and fixing High Security Registration Plates from these fixing stations.

AFFIXING REGISTRATION PLATE

- 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.
- 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 environmental consideration will be followed.
- 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.

5.3 EMBOSSING AND AFFIXING

The High Security Registration Plate will be embossed and affixed to the vehicle as per the process laid down in said notification only upon the receipt of authentic documentary evidence from the Registering Authority. No security Registration Plates or 3rd Registration Plate or Snap Lock will be issued to anybody without proper authentication and any incidence of this nature would directly lead to termination of this contract.

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 norms indicated in his proposal. Approximate number vehicles registered in this state as on 30.06.2011 is furnished in **Annexure XVI**

5.5 REPLACEMENT OF REGISTRATION PLATE

- i) In case of any vehicle already provided with High Security Registration Plate will need to be replaced with either or both of the Registration plate or the 3rd Licensing Plate sticker replacements shall be done by charging agreed price to the vehicle owner only upon receipt of documentary evidence by the registering authority.
- ii) In case of any manufacturing defect on account of hot stamping and reflective sheet within five years period for imperishable nature, the plate shall be replaced free of cost on the advice of the Registering Authority.

5.6 MAINTENANCE OF MANUFACTURING UNIT

Bidder/his authorized agent should maintain his manufacturing unit/units well in order and in no case the supply be obstructed because of its improper maintenance.

5.7 RIGHT TYPE OF REGISTRATION PLATE, RESPONSIBILITY OF CONTRACTOR

Providing the right type of High Security Registration Plates and fixing to the vehicle shall be the sole responsibility of the contractor. The transport department shall hold the contractor responsible for any failure. In case of any complaint received by the department about quality and specifications of plates department may get these tested by the testing agencies authorized by the Government of India as per Rule 50 of Central Motor Vehicles Rules 1989. In case of non conformity of standard found by testing agencies, sub-standard plates so supplied by the contractor shall be

replaced by him on his own cost. The department will provide adequate space required in the premises of Registering Authority for fixing of High Security Registration Plates at the request of the contractor. No rentals or lease money will be recovered from the contractor in this regard. The space provided to the contractor will be solely for the purpose of pursuing the objects of this scheme and would not bestow on them any right to own, lease, rent or use the premises for any purpose other than the purpose of this scheme, immediately on the termination of the bidders contract, the said premises will be vacated by him and handed back to the concerned authority, Charges for utilities like electricity, water however, will be payable on actual basis by the contractor.

5.8 ELECTRICITY GENERATORS

Bidder/his authorized agent should maintain back up generators so that the supply may not be affected because of electricity failure.

5.9 LOCATION OF OFFICE OF THE BIDDER/HIS AUTHORISED AGENT

The successful Bidder/his authorized agent should make their own arrangement for location of their office next or near to Regional Transport Office, after obtaining approval from Transport Authorities.

5.10 FACILITY INSPECTION

- 5.10.1 The Transport Commissioner or his nominated / delegated authority reserves the right to inspect, supervise assess, may be in conjunction with any other Government Agencies /Certifying authorities, all the equipment installed at the premises of the qualified successful bidders / his authorized agent/ contractor to ensure the effectiveness of manufacturing base in terms of declaration sought vide clause 2.1.2 above after giving prior notice of 30 days in writing or by way of surprise check if any malfunctioning or deficient operation is reported and the State / Central Government or any nominated delegated authority is of opinion to conduct such surprise checks to ensure the consistency in delivery of High Security Registration Plates.
- 5.10.2 Registering Authority reserves the rights to inspect the Embossing / fixing stations and other infrastructure arrangements of the representative of the bidders under his jurisdiction at any time. In the event of any irregularity the Registering authority can take an appropriate penal action against the successfully bidder as specified in Terms and conditions.
- 5.10.3 Department will have the rights to appoint independent Auditors to have the books, premises and operations examined at intervals of not shorter than a year at the cost of the successful bidder.
- 5.10.4 Transport Department will engage any approved Testing Agency who will conduct periodical checking /evaluation / testing and certification of the HSR Plates on regular and random basis both at the workshop or on the roads in order to verify the quality and performance and all actual costs incurred for the purposes shall be borne by the Department.

SECTION - IV

TERMS AND CONDITIONS OF CONTRACT

6.1. DEFINITIONS

In this document unless otherwise the context specified, the following words and phrases shall mean and include;

- 6.1.1 “Act”** Act shall mean the Motor Vehicles Act, 1988 as amended up to date.
- 6.1.2 “Agreement”** means the document signed by the authority and the Bidder that incorporates any final corrections or modifications to the Bid and is the legal document binding both the parties to all terms and conditions of the Contract.
- 6.1.3. “Arbitrator”** means the person or party agreed to by both the Authority and Bidder to arbitrate in the case of dispute and shall act within the provisions of the Indian Arbitration and Conciliation Act, 1996.
- 6.1.4. “Authority”** shall means and includes an officer of the Transport Department as designated by the State Government or any other agency of the State Government so notified by the State for this purpose.
- 6.1.5. “Bid”** means the complete bidding document submitted by the Bidder to the Authority or Department and shall include any corrections, addenda and modifications made therein.
- 6.1.6 “Bidder”** means a corporate entity or the Joint venture/Consortium or the Consortium eligible to bid either jointly or severally to participate in the Bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.
- 6.1.7 “Conformity of Production” (COP)** is a procedure of periodic evaluation, testing and certification as defined and certified by the Respective Test Agencies.
- 6.1.8“Department”** means the Transport Department of the State Government or any other department or agency notified by the State for this purpose.
- 6.1.9 “Embossing Station”** means any such decentralized unit nominated by the successful Bidder for Embossing the Characters and other designated word attached/assigned specifically to a particular one or more Registering Authorities.
- 6.1.9A “Financial Capacity”** means financial worthiness of Bidders as per the terms of the Bid.

- 6.1.10 “Government”** means both the Government of Tamil Nadu and Government of India, as the case may be.
- 6.1.11 “High Security Registration Plates”** means the registration mark as specified under Rule 50 of Central Motor Vehicles Rules, 1989 and as amended up to date & Notifications / orders made hereunder by the Government of India.
- 6.1.12. “Invitation of Bid”** means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
- 6.1.13. “Joint venture/Consortium”** means the association of Two or more but not exceeding three in number any individual or the corporate entity formed specifically for the purpose of Bid.
- 6.1.14 “Lead bidder** shall mean the partners of a Joint venture/Consortium which shall be answerable and accountable to the Government of Tamilnadu and shall interface which the Government on behalf of the Joint venture/ Consortium for the successful execution of the project for the entire agreement period.
- 6.1.15 “Letter of Acceptance”** means the formal acceptance of the tender by the Authority/Department.
- 6.1.16 “Notification”** means and includes all orders, directives and intimations issued from time to time by the Government in Official Gazette.
- 6.1.17 “Payment”** means the amount payable by the vehicle owner to the Bidder.
- 6.1.18 “Performance Security (or) Security Deposit”** means the Performance bond or unconditional Bank Guarantee that provides protection to the Authority or the Department for the completion of the Contract.
- 6.1.19 “Period”** means entire term of the Contract.
- 6.1.20 “Prime Manufacturer”** means individual/firm or the corporate entity engaged in carrying out the manufacturing activity of High Security Registration Plates.
- 6.1.21 “Registering Authority”** means and includes the authorities as defined in section 2 (37) of the said Act.
- 6.1.22 “Royalty”** means a periodic payment made by the successful Bidder to the Government in pursuance of the Bid

- 6.1.23 “Registration Mark”** means the marks as defined in the rule 50 of the Rules.
- 6.1.24 “Rules”** means the Central Motor Vehicle Rules, 1989 as amended from time to time.
- 6.1.25 “Type Approval Certificate”** means the certificate accorded to the Bidder by the designated Test Agencies as per Test procedure prescribed in accordance with the Act and the Governmental Notifications and to be submitted as mentioned in the bid document.
- 6.1.26 “Test Agencies”** mean such institutes/agencies designated and notified to test and approve the manufacture of the Registration Plates and issue and grant the Type Approval Certificate and Certification of Conformity of Production (COP).
- 6.1.27 “Registration Premises”** mean the places where the works of registration take place and include office premises of Registering Authorities and any other premises declared by the Registering Authorities as Registration premises for the purpose of fitment of High Security Registration Plates.
- 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.
- 6.1.29 “Transport Commissioner”** shall mean Transport Commissioner, Government of Tamil Nadu.
- 6.1.30 “VAT”** means Value Added Tax or Sales Tax or any other such named tax levied in lieu as applicable in the State of Tamil Nadu from time to time during the currency of the contract.
- 6.1.31** Conformity of Production is a procedure of periodic evaluation, testing and certification as defined and certified by the respective Test Agencies.

6. PERIOD OF CONTRACT

The Contract will be for a period of **five years** commencing from the date of commencement of the scheme. A detailed agreement shall be entered into between the successful bidder and the Department for a period of five years and Government ensures that no second Contractor will be approved during the currency of the contract in the State except in case of termination of the contract, in view of the strictest adherence to High Security features and to impose accountability on to the successful bidder.

The joint venture/Consortium agreement shall form part of the agreement with the department. Transport Commissioner has got the right to alter the terms of Joint venture/Consortium agreement to suit this main contract.

RATES OF HIGH SECURITY REGISTRATION PLATE

6..1 The bidder shall sell the High Security Registration Plates to the Vehicle Owners, against authority letter from the Registering Authority for issuing of High Security Registration Plates at the rates as approved in the contract inclusive of duties and taxes as applicable in the State, if any.

6..2. DISPLAY OF RATE OF REGISTRATION PLATES AT THE EMBOSsing STATION

The prevailing approved rates shall be displayed by the bidder at its all embossing / fixing station duly signed by the respective Registering Authorities.

PAYMENT

6.4.1 In consideration of the Services rendered by the Contractor under the Contract, the department shall authorize the Contractor to charge and recover an amount on the basis of rates accepted by the Department from Vehicle Owners for supplying High Security Registration Number Plates and as arrived at on the basis of stipulations in clause 2.

6.4.2 The bidder will be liable to pay all the taxes, duties, cess, and statutory charges as applicable under law

6.4.3 The Contractor shall issue a valid numbered receipt to the Vehicle Owner for the amount received.

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.

6.6 SAMPLES AND PERFORMANCE WARRANTY OF PLATES

The contractor shall provide samples of High Security Registration Plates required for all categories of vehicles duly certified from authorized testing agencies. The samples will be made available to all the registering authorities in order to check / compare future supplies of High Security Registration Plates

6.7 No Subletting /Sub contracting

Being a High Security Project, the Contractor shall be required to implement the Project by himself. Sub-contracting / sub-letting Franchise will not be allowed under any circumstances. An undertaking to this effect must be enclosed with the Technical Bid that the project will be implemented by the Contractor himself.

6.8 REPORTS

6.8.1 The following reports will be submitted by the approved Contractor in the format enclosed :

- a) Daily Compliance Report to each Registering Authority as per Annexure XVII.
- b) Monthly Compliance Report to the Transport Department as per Format at Annexure XVIII.

6.8.2 Further, the approved bidder will provide enterprise resource planning and management system in a secure mode, to access the information relating to the issuance of High Security Registration Plates in an ONLINE real time environment and offer this information to the Transport Commissioner whenever required. The detailed networking plan shall be provided. One network connectivity terminal (Centralized for the entire State) would be provided by the bidder, free of cost, to the Transport Department, with access code at designated place to enable the department to access the information of the State.

6.8.3 **Business Process Re-engineering** :- The Contractor may offer to undertake business process re-engineering, at his own cost and technical support from the State Government, with the intention of simplifying the ways and means of deliverables aiming at efficiency in terms of time and resources, nonetheless the same should be within the peripheries of the applicable law or terms of contract.

6.9 TRAINING

The successful Contractor shall undertake to impart training on High Security Registration Plate to designated Staff/Officers of the Transport Department, Police etc.

6.10 DETAILS TO BE CONFIDENTIAL

Confidentiality of the Registration process and system including the security features of the High Security Registration Plates are very important, which has to be maintained, and any divulgence will have a serious penal and legal action, And the Contractor shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Transport

Commissioner. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Transport Commissioner whose decision shall be final.

6.11 TRANSFER OF RIGHTS

The Contractor can not transfer the contract to anybody except with the prior permission of the Transport Commissioner.

6.12 DECISIONS

Except where otherwise specifically stated, the Transport Commissioner will decide the Contractual matter between the Department and the Contractor in the role representing the Government.

6.13 NOTICE

Any notification in this Contract shall be served on the party concerned by Registered Letter to the address listed in the Contract.

6.14 COMMUNICATION

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is served.

6.15 ACCESS TO THE PREMISES

The successful Contractor shall allow the Transport Commissioner / Registering Authority and any person so authorized by the Commissioner access to the premises of Embossing/ Fixing Stations under the jurisdiction of such Transport Commissioner. Identity Cards : The successful bidder shall issue identity cards to all it's Staff / embossing station officials, to be displayed at all the time.

6.16 INSTRUCTIONS

- 6.16.1 The successful Contractor shall carry out all instructions of Transport Commissioner / Registering Authority or their authorized representative, which comply with the applicable Laws where the embossing / fixing stations are located.
- 6.16.2 The successful Bidder shall permit the Transport Commissioner/Registering Authority or their authorized representative to inspect the successful Contractor's account and records relating to the fabrication and finishing of the High Security Registration Plates at the embossing / fixing stations.

6.17 DELAYS IN THE PERFORMANCE

- 6.17.1 Performance of the Contract shall be made by the Contractor in accordance with the time schedule as specified by the Department.
- 6.17.2 A delay by the bidder in the performance of its contractual obligations shall render the Contractor liable to any or all of the following sanctions:
- i) Forfeiture of its performance security.
 - ii) Imposition of Liquidated Damages; and /or
 - iii) Termination of the Contract for default.
- 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.

6.18 LIQUIDATED DAMAGES

In the event of failure of the Contractor to secure acceptance by 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 upto 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.

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:

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.

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.
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.
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 as deemed fit by the Transport Commissioner.

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.

6.20 FORCE MAJEURE

- 6.20.1 Notwithstanding the provision of Clause 6.17, 6.18 and 6.19, the Contractor shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.
- 6.20.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the successful Contractor and not involving any fault or negligence and not foreseeable. Such events may include, wars or revolution, arson, riots, fires, floods epidemics, strikes & lockouts quarantine restrictions and freight embargoes, but does not include failure of electricity or printing system as a cause beyond control.
- 6.20.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Department may terminate this contract, by giving a written notice of minimum of 30 days of the Contractor, if as a result of Force Majure the Contractor is unable to perform a material portion of the services for a period of more than 60 days.

6.21 ARBITRATION

- 6.21.1 The Department and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them or in connection with the Contract.

- 6.21.2 If after 30 days from the commencement of such direct informal negotiations, the department and the bidders have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Government of THE STATE OF TAMIL NADU through its Principal Secretary Home (Transport) Department.
- 6.21.3 In the case of a dispute of difference between the Department and the Contractor relating to any matter arising out of or connected with this Contract, such dispute or differences shall be referred to the award of two arbitrators, one arbitrator to be nominated by the Department and the other to be nominated by the Contractor or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference, and in case the arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/Institution of Engineers, India shall be final and binding on the parties.
- 6.21.4 The Indian Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- 6.21.5 The venue of the arbitration shall be Chennai from where the Contract is issued.
- 6.21.6 Pending submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the successful Contractor shall continue to perform all its obligation under this agreement without prejudice of final adjustment in accordance with such award.
- 6.21.7 The Department may terminate this contract, by giving a written notice of termination of minimum of 30 days, to the Bidder, if the Contractor fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 6.18.

6.22 PASSING OF PROPERTY

- 6.22.1 The Ownership of the site (if allotted by the Transport Department to the Successful Contractor) shall not pass to the Successful Contractor. The ownership of the hardware / equipment & infrastructure created by the Successful Contractor shall not pass to the department and shall remain the property of the Successful bidder even after the expiry of the Contract.

6.22.2 The Successful bidder shall vacate site allotted by the Transport Department / Registering Authority within seven days of the expiry of the contract period failing which amount of Security Deposit shall not be refunded and action may be taken as per law considering unauthorized occupancy.

6.22.3 The Contractor shall transfer/handover all the data, softwares installed to the department on termination of Contract.

6.23 “NO CLAIM” CERTIFICATE

6.23.1 The Contractor shall not be entitled to make any claim, whatsoever, against the Department, under or by virtue of or arising out of, this Contract, nor shall the department entertain or consider any such claim, if made by the Contractor and the Contractor shall have signed a “No Claim” Certificate in favour of the Department in such forms as shall be required by the Department after the works are finally accepted.

6.24 SUSPENSION

The Department may, by a written notice of suspension to the Contractor, suspend the Contract if the Contractor fails to perform any of its obligations under this Contract (including the carrying out of the services) provided that such notice of suspension:

- i) Shall specify the nature of the failure and
- ii) Shall request the Contractor to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Contractor.

6.25 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of the Contract pursuant to any of the Paras 6.17, 6.18, 6.19, and 6.20 above, or upon expiration of this contract, all rights and obligations of such parties hereunder shall cease, except:

- i) Such rights and obligations as may have accrued on the date of termination or expiration.
- ii) The obligation of confidentiality set forth.
- iii) Any right which a party may have under the applicable law.

6.26 CESSATION OF SERVICES UPON TERMINATION

Upon termination of the Contract pursuant to any of the Paras 6.17, 6.18, 6.19, and 6.20 above, the bidder shall, immediately upon dispatch or receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner.

6.27 COMPLETION OF CONTRACT

Unless terminated earlier, pursuant to Paras 6.16, 6.18, 6.19, and 6.20 the contract shall terminate on the completion of 5 years of the working of the contract or from the date of commencement of the High Security Registration Plates scheme, whichever is later.

RENEWAL OF CONTRACT

6.28.1 The Successful Contractor and the Department may renew the Contract for a further period, as may be mutually decided on the terms and conditions which may be negotiated.

6.28.2 The negotiations for the renewal shall commence not less than **two months** before the expiry of the contract.

6.29 REFUND OF PERFORMANCE SECURITY

Within a period of **three months** after successful completion of period of contract, the bidder will be entitled to get refund of 50 % of Performance Security subject to production of No objection certificate from the Registering Authorities of the Tamil Nadu. The remaining 50% of the Performance Security will be refunded to the Contractor after a period of one year from the completion of the contract period. The Performance Security shall be refunded without any interest thereon.

6.30 LEGAL JURISDICTION

Any legal dispute arising out of the contract shall be settled at the court of law located at Chennai City.

SECTION - V

SPECIFICATION OF THE HIGH SECURITY REGISTRATION PLATES

1) The Size and Technical Specifications of the High Security Registration Plates shall be as per the G.S.R. No.221 (E) dated 28.03.2001 and SO 814 (E) dated 22.8.2001 and SO 1041 (E) dated 16.10.2001 notified in the Gazette of India (Notifications are attached) read with the Rule 50 of CMV Rule, 1989.

2) The size of plate for different categories or vehicles shall be as follows:

For two and three wheelers	200x100 mm
For Light Motor Vehicles/passenger cars	340x200/500x120 mm
For Medium commercial Vehicles, Heavy commercial vehicles and Trailer/combination	340x200 mm

Provided further the size of registration plates for agricultural tractors shall be as follows:

Front	285x45 mm
Rear	200x100 mm

Provided also that the size of registration plate for power tiller shall be 285x45 mm. Further in case of trailer couples to power tiller, the size of the registration plate shall be 200x100 mm.

Provided in case of motor cycles the size of 285 x 45 mm for front.

3) The plate shall be a solid unit made of 1.0 mm aluminium conforming to DIN 74069-1975 and ISO 7591-1982. Border edges and corners of the plate shall be rounded to avoid injuries to the extent of approx. 10 mm and the plates must be embossed border. The plate shall be suitable for hot stamping and reflective sheet has to be guaranteed for imperishable nature for minimum 5 years. The fast colouring of legend and border to be done by hot stamping.

4) The plate should bear the letters "IND" in blue colour on the extreme left centre of the plate.

5) Each plate shall be protected against counterfeiting by applying chromium based hologram applied by hot stamping. Stickers and adhesive labels are not permitted. The plate shall bear a permanent consecutive identification number of minimum seven digits to be branded into the reflective sheeting and hot stamping film shall bear verification inscription

6) The third registration mark in the form of self destructive type, chromium based hologram sticker shall be affixed on the left hand top side of the windshield of the vehicle.

7) The plate shall be fastened with non-removable/non-reusable snap lock fitting system on the rear of the vehicle.

SECTION – VI

FINANCIAL BID FORM – I

HIGH SECURITY REGISTRATION PLATES SCHEME(COMPLETE SETS)

1. NAME OF THE FIRM
2. ADDRESS
3. TENDERED PRICE

Sl. No	ITEM	WEIGHT ATTACHED	UNIT	AMOUNT Rate in Figures/ Rate in Words	Total (3x5)/ 100
(1)	(2)	(3)	(4)	(5)	(6)
1.	Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – Scooters Motorcycles & Mopeds, Agriculture Tractors, Power Tiller and Trailer	82%	Set		
2.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for 3 Wheelers and invalid Carriages	3%	Set		
3.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles / Passenger Cars+	12%	Set		
4.	Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Medium Commercial Vehicles / Heavy Commercial Vehicles and Trailer /Combination	3%	Set		
5	Total No. of Vehicles (in ratios)	100%			
	Sum Total amount				

I agree with the terms and conditions of the tender document.

NOTE :

1. The above prices are chargeable from vehicle owners and are for providing and fixing High Security Registration Plate on the vehicles.
2. The price is inclusive of all taxes and duties.
3. Weights shown above have been arrived at by the department on the basis of percentage of type of vehicle in the aggregate registered total number of vehicles in the State as on 30.06. 2011.

Signature of the bidder

FINANCIAL BID FORM – II**HIGH SECURITY REGISTRATION PLATE SCHEME****PROVISION FOR SUPPLY OF INDIVIDUAL ITEMS
FOR REPLACEMENTS
(DIFFERENT FROM COMPLETE SETS)**

1. NAME OF THE BIDDER
2. ADDRESS
3. BID PRICE

Sr. No.	Item	Unit	Price per Unit for providing, fixing inclusive of all taxes	
			In Figures	In words
1.	Registration Plate size 500 x 120 mm	Pc		
2.	Registration Plate size 340 x 200 mm	Pc		
3.	Registration Plate size 200 x 100 mm	Pc		
4.	Registration Plate size 285 x 45 mm	Pc		
5.	3 rd Registration Plate sticker inclusive of printing	Pc		
6.	Snap Locks	Pair		

NOTE:

1. The bidder should quote separate rate for each size of plate to cater to individual items as different from complete sets.
2. The above prices are chargeable from vehicle owners and are for providing and fixing High Security Registration Plate on the vehicles. The bidder should quote separate rate for each size of plate including fixing charges to cater to the market for piece-meal requirement of individual Registration Plates as different from the requirement of complete sets.
3. The price is inclusive of all taxes and levies.

I / We agree with the terms and conditions of the bid document.

Signature of the bidder

SECTION – VII
ANNEXURE I

UNDERTAKING

I / We, hereby solemnly affirm and undertake that the infrastructure required and necessary for carrying out the work as prescribed under the scope of the bid document shall be made operational within the period stipulated under the clause 2.1.2 of the bid document.

.....
Signed by an Authorized Officer of the Bidder

.....
Title of Officer

.....
Name of the Bidder

.....
Date

**ANNEXURE-II
NAME OF SIX DIVISIONS**

DIVISION WISE NAME OF THE REGIONAL TRANSPORT OFFICES/UNIT OFFICES			
S.No.	Name of the Divisions		Name of the Regional Transport Office / Unit Office
1	Division I Chennai (South)	1	RTO, CHENNAI (C) - AYANAVARAM
		2	RTO, CHENNAI (E) - BASIN BRIDGE
		3	RTO, CHENNAI (N) - VYASARPADY
		4	RTO, CHENNAI (NE) - TONDIARPET
		5	RTO, CHENNAI (NW) - ANNA NAGAR
		6	RTO, TIRUVALLUR
		7	UO, Poonmallee
		8	RTO, REDHILLS
		9	UO, Ambattur
2	Division II Chennai (North)	10	RTO, CHENNAI (S) - TIRUVANMIYUR
		11	RTO, CHENNAI (SE) - MANDAVELI
		12	RTO, CHENNAI (W) - K.K.NAGAR
		13	RTO, CHENNAI (SW) - VALASARAVAKKAM
		14	RTO, MEENAMBAKKAM - ALANDUR
		15	UO, Sholinganallur
		16	UO, Tambaram
		17	RTO, KANCHEEPURAM
		18	RTO, CHENGALPATTU
		19	UO, Madhuranthagam
3	Division III Salem/Erode	20	RTO, SALEM (West)
		21	UO, Omalur
		22	RTO, SALEM (East)
		23	RTO Attur
		24	UO, Vazhapadi
		25	RTO, SANGAGIRI
		26	UO, Mettur
		27	RTO, DHARMAPURI
		28	UO, Harur
		29	RTO, KRISHNAGIRI
		30	RTO, HOZUR
		31	RTO, ERODE
32	RTO, GOBI		

		34	UO,Sathyamangalam
		35	RTO, PERUNDURAI
		36	RTO, NAMAKKAL
		37	UO,Paramathi velur
		38	UO,Rasipuram
		39	RTO, THIRUCHENGODU
4	Division IV Trichy, Thanjavur and Villupuram	40	RTO, TRICHY
		41	UO,Manapparai
		42	UO,Tiruverumbur
		43	RTO, SRI RANGAM
		44	UO,Thuraiyur
		45	RTO, KARUR
		46	UO, Kulithalai
		47	RTO, PERAMBALUR
		48	RTO, ARIYALUR
		49	RTO, THANJAVUR
		50	UO, Pattukottai
		51	RTO, KUMBAKONAM
		52	RTO, NAGAPATTINAM
		53	UO,Mayiladuthurai
		54	RTO, TIRUVARUR
		55	UO,Mannargudi
		56	RTO, PUDUKKOTTAI
		57	UO,Aranthangi
		58	RTO, VELLORE
		59	UO,Gudiyatham
		60	UO,Vaniyambadi
		61	RTO, RANIPET
		62	UO,Arakonam
		63	RTO, TIRUVANNAMALAI
		64	UO,Arani
		65	RTO, CUDDALORE
		66	UO,Chidambaram
		67	UO,Virudhachalam
		68	UO,Neyveli
		69	RTO,Villupuram
		70	UO,Ulundurpet
		71	UO,Tindivanam
5	Division V Coimbatore	72	RTO, COIMBATORE (C)
		73	RTO, COIMBATORE (N)
		74	RTO, COIMBATORE (S)
		75	RTO, POLLACHI
		76	RTO, METTUPALAYAM

		77	RTO, UDAGAMANDALAM
		78	UO,Gudalur
		79	RTO, TIRUPPUR (N)
		80	UO,Avinashi
		81	RTO, TIRUPPUR (S)
		82	UO,Kangayam
		83	RTO, DHARAPURAM
		84	UO,Udumalpet
6	Division VI Madurai , Virudhunagar & Tirunelveli	85	RTO, MADURAI (C)
		86	RTO, MADURAI (N)
		87	UO,Melur
		88	UO,Vadipatti
		89	RTO, MADURAI (S)
		90	UO, Tirumangalam
		91	RTO, PERIYAKULAM
		92	UO,Uthamapalayam
		93	RTO, DINDIGUL
		94	UO,Palani
		95	UO,Oddanchatram
		96	UO,Vathalagundu
		97	RTO, VIRUDHUNAGAR
		98	UO,Srivilliputtur
		99	UO,Sivakasi
		100	RTO, RAMANATHAPURAM
		101	UO,Paramakudi
		102	RTO, SIVAGANGAI
		103	UO,Karaikudi
		104	RTO, TUTICORIN
		105	UO,Tiruchendur
		106	UO,Kovilpatti
		107	RTO, TENKASI
		108	UO, Sankaran Koil
		109	UO, Ambasumudram
		110	RTO, TIRUNELVELI
		111	UO,Valliyur
		112	RTO, NAGERCOIL
		113	RTO, MARTHANDAM
	RTO-Regional Transport Office	UO	-Unit Office

ANNEXURE III
Letter of Application

(Letterhead paper of the Bidder, or partner responsible for a Joint venture/Consortium/Consortium, including full postal address, telephone No., fax No. and E-mail and cable address)

Date:

To
The Transport Commissioner,
Ezhilagam, Chepauk, Chennai-600 005.
Sir,

Ref: Supply of High Security Registration Plates in the State of Tamil Nadu on BOO Basis.

- 1) Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby applies for qualification to bid on the contract on implementation of High Security Registration Plate Project.
- 2) Attached to this letter are certified copies of original documents defining (*):
 - a) Bidder's legal status;
 - b) Principal place of Business;
 - c) Place of Incorporation (for Bidders who are corporations); or the place of registration and the nationality of the owners (for Bidders who are partnerships or individually owned firms); and
 - d) Authority Letter(s) for signatory (ies).

(*). For applications by Joint venture/Consortium/Consortiums, all the information requested in the pre-qualification document is to be provided for the Joint venture/Consortium/Consortium, if it already exists and for each party to the Joint venture/Consortium separately. The lead bidder should be clearly identified. Each partner in the Joint venture/Consortium shall sign the letter.
- 3) The Transport Department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers, clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and requested by you to verify statements and information provided in this application such as the resources, experience, and competence of the Bidder.

- 4) The Transport Department and its authorized representatives may contact the following persons for further informations (**):

General and Managerial inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No.& E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No.& E-mail address etc.)
Personnel inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No.& E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No.& E-mail address etc.)
Technical inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No.& E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No.& E-mail address etc.)
Financial inquiries	
Contact 1	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)
Contact 2	Address & Communication Facilities (Telephone, Fax No. & E-mail address etc.)

(**) Applications by Joint venture/Consortiums should provide on separate sheet similar information for each party to the application.

- 5) This application is made in the full understanding that :
- a) bids by qualified Bidders will be subject to verification of all information submitted for qualification at the time of bidding;
 - b) The Transport Department reserves the right to :
 - ❖ Reject or accept any application, cancel the qualification process, and reject all applications;
 - c) The Transport Department shall not be liable for any such actions under above.

6) Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the Joint venture/Consortium or association. We also specify the financial commitment in terms of the percentage of the value of (each contract, and the responsibilities for execution of the (each) contract)

7) We confirm that our bid as well as any resulting contract, will be :

- a) Signed so as to legally bind all partners, jointly and severally, and
- b) Submitted with a Joint venture/Consortium agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.

8) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Bidder or partner in charge of a Joint venture/Consortium)	For and on behalf of (name of partner)

Signed	Signed
Name	Name
For and on behalf of (name of Bidder or partner in charge of a Joint venture/Consortium)	For and on behalf of (name of partner)

Signed	Signed
Name	Name
For and on behalf of (name of Bidder or partner in charge of a Joint venture/Consortium)	For and on behalf of (name of partner)

Signature of the Bidder

ANNEXURE IV**General Information**

All individual Bidder and each partner of a Joint venture/Consortium applying for qualification are requested to complete the information in this form. Nationality information to be provided for all owners or Bidder who are partnerships or individually owned firms. / Consortium Partners

1.	Name of the Bidder	
2.	Head Office Address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of Incorporation / Registration	Year of incorporation / Registration

Nationality of Directors / Owners(*)		
	Name	Nationality
1.		
2.		
3.		

(*) To be completed by all owners of partnerships or individually owned firms.

Signature of the Bidder

ANNEXURE V**Structure and Organisation**

1. The Bidder is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a firm in partnership
 - (d) a Limited Company or Corporation
 - (e) a group of firms /Joint venture/Consortium
(If yes, give complete information
 - (f) in respect of each partner)
Consortium

2. **Attach the Organization Chart showing the structure of the organization including the name of the Directors and position of directors**

Signature of the Bidder

ANNEXURE VI**DETAILS OF PLANTS, MACHINERY AND EQUIPMENTS OWNED BY THE BIDDER**

Whereas it is entirely the responsibility of the bidder to deploy sufficient manufacturing plant and equipment to ensure compliance with his obligations under the Contract. The list constitutes the Transport Department's estimate of the minimum essential basic holding of manufacturing plant and equipment which the Contractor must own.

S.No.	Type of Equipment	Maximum Life (in Years)	Capacity in Minutes (Minimum)
1.	Production line with Hydraulic Press	2	25 blanks
2.	Hologram Stamping Machine	2	25 strokes
3.	Laser machine for engraving Permanent identification Number	2	20 blanks
4.	Embossing machine*	1	3 Numbers of Registration Plates
5.	Hot Stamping Machine*	1	3 Numbers of Registration Plates
6.	3 rd Registration Plate Printer *	1	10 Stickers

* Equipment to be available at each Embossing Station.

Signature of the Bidder

ANNEXURE VII

Equipment Capabilities

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s..... shall deploy all equipments required for implementation of the project as per technical specifications as laid down on the said Notification.

I, undertake that I shall be furnishing within 7 (Seven) days of commencement of our Commercial production, a certificate of Commencement by any qualified Chartered Engineer on which the authorities may conduct Technical verification and subsequent verifications as per the Bid terms.

.....
Signed by an Authorized Officer of the Bidder

.....
Title of Officer

.....
Name of the Bidder

.....
Date

ANNEXURE VIII**Details of Participation in the Joint venture/ Consortium Partner**

(Indicate responsibility and extent of participation in respect of Finance, Planning, Registration Plate manufacturing equipment, Key personnel and execution of the work of the lead bidder of the Joint venture/Consortium and of each of the Joint venture/Consortium partners)

<u>Participation Details</u>	<u>Firm A (Lead bidder)</u>	<u>Firm B</u>	<u>Firm C</u>
Financial			
Planning			
Registration Plate Manufacturing Equipment			
Key Personnel			
Execution of work (Give details of contribution of each)			

Signature of the Bidder

ANNEXURE IX
Personnel Capabilities

UNDERTAKING

I, the undersigned do hereby undertake that our firm / Company M/s..... shall make provision for suitability qualified personnel to fill the key position as required during Contract implementation. I also undertake to provide personnel for the key positions specified in Annexure-X satisfying the qualification and experience requirements.

.....
Signed by an Authorized Officer of the Bidder
.....
Title of Officer
.....
Name of the Bidder
.....
Date

ANNEXURE X
LIST OF KEY PERSONNEL REQUIRED TO BE DEPLOYED
ON THE CONTRACT WORK

S.No.	Personnel	Qualification and Experience
1.	Project Manager	
2.	Planning & Monitoring	
3.	Manager for State Logistics	
4.	Embossing Station Incharge*	
5.	Embossing Technicians*	
6.	IT & Network Incharge*	
7.	Fitment Engineer**	

* For each Embossing Station

** For each Registering Authority

Signature of the Bidder

General Experience Record

Name of the Bidder or partner of a Joint venture/Consortium

All individual firms and all partners of a Joint venture/Consortium are requested to complete the information in this form with regard to the management of works/contracts generally. The information supplied shall be annual turnover of the Bidder (or each member of a Joint venture/Consortium)
Use a separate sheet for each partner of a Joint venture/Consortium.

Bidder should enclose testimonials, certificates and publicity materials with their applications; they will not be taken into account in the evaluation of qualification.

Annual Turnover Data (From all sources)

Financial Year	Turnover
1. 2008-2009	
2. 2009-2010	
3. 2010-2011	

Note : In case of turnovers in foreign currency, the figures are to be given in US\$.

Signature of the bidder

ANNEXURE XII
APPLICATION FORM (2A)

Joint venture/Consortium Summary

Name of all partners of a Joint venture/Consortium
1. Lead bidder
2. Partner (B)
3. Partner (C)

Annual Turnover Data (From all sources)

Partner	Year 1 (2008-2009)	Year 2 (2009-2010)	Year 3 (2010-2011)
1. Major Partner			
2. Partner (B)			
3. Partner (C)			
Total			

Name, address and Contact Number (Telephone and Fax) of Bankers to the Joint venture/Consortium

Details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint venture/Consortium. Attach a Memorandum of Understanding for the proposed agreement of Joint venture/Consortium which should lay down responsibility regarding work and financial arrangements in respect of each of the firms in the Joint venture/Consortium

Note : In case of turnovers in foreign currency, the figures are to be given in US\$.

Signature of the Bidder

ANNEXURE XIII

AFFIDAVIT*

(In case of Joint venture/Consortium to be given separately by each partner)

1. I, the undersigned do hereby solemnly affirm that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither firms M/s..... nor any of its constituent partners have abandoned any work on High Security Registration Plates in India or abroad nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any authority, bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Transport Commissioner to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Transport Commissioner.

.....
Signed by an Authorized Officer of the Bidder

.....
Title of Officer

.....
Name of the Bidder

.....
Date

* To be given on Non-judicial stamp paper duly signed by authorized notary.

ANNEXURE XIV

UNDERTAKING

| Wesuccessful bidders for the contract of implementing the project of HSRP in Tamilnadu hereby under take that we shall implement the project and operational within 60 days from the date of intimation of the award

Signed by an Authorized Officer of the Bidder

.....
Title of Officer

.....
Name of the Bidder

.....
Date

* To be given on Non-judicial stamp paper duly signed by authorized notary.

ANNEXURE XV**Current Contract commitments/ Works in progress in India.**

Name of the Bidder

All individual Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificates yet to be issued.

S. No.	Name of the Contract, Location and Nature of the work	Contract No. & Date	Name and Address of Client (including Tel./Fax No.)	Contract Volume Per year	Value of Outstanding work	Estimated/ Completed date
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6 etc.						

Note: The Bidder shall provide evidence to substantiate the adequacy of the sources of manufacturing capacity to meet the Bidder's supply requirements on the above contracts.

Signature of the Bidder

ANNEXURE-XVI

NAME OF THE REGISTERING AUTHORITIES AND THE DETAILS OF
NUMBER OF VEHICLES REGISTERED UPTO 30.6.2011

DIVISION WISE VEHICLE POPULATION AS ON 01.07.2011

S.No.	Name of the Regional Transport Office / Unit Office	Transport Vehicles	Non Transport vehicles	Total vehicles
Division I Chennai				
1	CHENNAI (C) - AYANAVARAM	21053	354426	375479
2	CHENNAI (E) - BASIN BRIDGE	15050	333138	348188
3	CHENNAI (N) - VYASARPADY	18434	269918	288352
4	CHENNAI (NE) - TONDIARPET	14096	105995	120091
5	CHENNAI (NW) - ANNA NAGAR	15920	389912	405832
6	TIRUVALLUR	6148	146958	153106
7	UO, Poonmallee	13230	160213	173443
8	REDHILLS	14589	238072	252661
9	UO, Ambattur	1171	233459	234630
	CHENNAI - NORTH ZONE	119691	2232091	2351782
Total Vehicles in Division-I (Chennai North Zone) = 2351782				
Division II Chennai				
10	CHENNAI (S) - TIRUVANMIYUR	14770	556026	570796
11	CHENNAI (SE) - MANDAVELI	12504	217430	229934
12	CHENNAI (W) - K.K.NAGAR	18050	503499	521549
13	CHENNAI (SW) - VALASARAVAKKAM	13935	113754	127689
14	MEENAMBAKKAM - ALANDUR	34932	502499	537431
15	UO, Sholinganallur	3995	443393	447388
16	UO, Tambaram	13172	101547	114719
17	KANCHEEPURAM	12518	126589	139107
18	CHENGALPATTU	8862	130881	139743
19	UO, Madhuranthagam	5320	14365	19685
	CHENNAI - SOUTH ZONE	138058	2709983	2848041
Total Vehicles in Division – II (Chennai South Zone) = 2848041				
Division III Salem/Erode				
20	SALEM (West)	17840	294136	311976
21	UO, Omalur	3951	26860	30811
22	SALEM (East)	9863	42657	52520
23	RTO Attur	3871	38168	42039
24	UO, Vazhapadi	2680	245	2925
25	SANGAGIRI	8218	34407	42625
26	UO, Mettur	3326	36973	40299

27	DHARMAPURI	9267	62028	71295
28	UO,Harur	4303	25796	30099
29	KRISHNAGIRI	9959	118732	128691
30	HOZUR	6222	152979	159201
	SALEM ZONE	79500	832981	912481
31	ERODE	17287	266611	283898
32	GOBI	2825	118197	121022
33	UO,Bhavani,	3025	111214	114239
34	UO,Sathyamangalam	2157	25893	28050
35	PERUNDURAI	5866	39290	45156
36	NAMAKKAL	24334	156612	180946
37	UO,Paramathi velur	2704	131826	134530
38	UO,Rasipuram	2949	48820	51769
39	THIRUCHENGODU	9437	118775	128212
	ERODE ZONE	70584	1017238	1087822
Total Vehicles in Division – III (Salem and Erode Zone) = 2000303				
Division IV Trichy, Thanjavur and Villupuram				
40	TRICHY	22069	348820	370889
41	UO,Manapparai	1894	18689	20583
42	UO,Tiruverumbur	2988	19318	22306
43	SRI RANGAM	12712	132456	145168
44	UO,Thuraiyur	3263	91786	95049
45	KARUR	9505	154283	163788
46	UO, Kulithalai	2996	28077	31073
47	PERAMBALUR	7397	80985	88382
48	ARIYALUR	2952	16667	19619
	TRICHY ZONE	65776	891081	956857
49	THANJAVUR	9232	150792	160024
50	UO, Pattukottai	2762	24204	26966
51	KUMBAKONAM	5546	57113	62659
52	NAGAPATTINAM	12495	49015	61510
53	UO,Mayiladuthurai	5289	45080	50369
54	TIRUVARUR	3339	71976	75315
55	UO,Mannargudi	2401	25466	27867
56	PUDUKKOTTAI	11263	140463	151726
57	UO,Aranthangi	1987	13144	15131
	THANJAVUR ZONE	54314	577253	631567
58	VELLORE	15667	116802	132469
59	UO,Gudiyatham	2906	22452	25358
60	UO,Vaniyambadi	6344	60383	66727
61	RANIPET	4579	55203	59782
62	UO,Arakonam	4972	37549	42521
63	TIRUVANNAMALAI	10762	102851	113613
64	UO,Arani	4253	46625	50878
65	CUDDALORE	10763	94076	104839
66	UO,Chidambaram	4461	35542	40003
67	UO,Virudhachalam	2213	34160	36373
68	UO,Neyveli	2209	38322	40531
69	RTO,Villupuram	9212	35923	45135
70	UO,Ulundurpet	9256	47386	56642

71	UO,Tindivanam	16659	45946	62605
	VILLUPURAM ZONE	104256	773220	877476
Total Vehicles in Division – IV (Trichy, Thanjavur and Villupuram Zone) = 2465900				
Division V Coimbatore				
72	COIMBATORE (C)	9585	196859	206444
73	COIMBATORE (N)	22714	531103	553817
74	COIMBATORE (S)	21255	500604	521859
75	POLLACHI	11153	159121	170274
76	METTUPALAYAM	5504	69324	74828
77	UDAGAMANDALAM	7509	40928	48437
78	UO,Gudalur	2879	4916	7795
79	TIRUPPUR (N)	10401	161697	172098
80	UO,Avinashi	2833	40256	43089
81	TIRUPPUR (S)	8062	50788	58850
82	UO,Kangayam	3125	23054	26179
83	DHARAPURAM	2560	26306	28866
84	UO,Udumalpet	2602	45351	47953
	COIMBATORE ZONE	110182	1850307	1960489
Total Vehicles in Division – V (Coimbatore Zone) = 1960489				
Division VI Madurai , Virudhunagar & Tirunelveli				
85	MADURAI (C)	6430	107781	114211
86	MADURAI (N)	14503	341663	356166
87	UO,Melur	1746	21909	23655
88	UO,Vadipatti	1178	8893	10071
89	MADURAI (S)	16746	171033	187779
90	UO, Tirumangalam	2335	14489	16824
91	PERIYAKULAM	12373	66309	78682
92	UO,Uthamapalayam	3877	30013	33890
93	DINDIGUL	14302	144542	158844
94	UO,Palani	1904	26971	28875
95	UO,Oddanchatram	2076	63686	65762
96	UO,Vathalagundu	3973	20297	24270
	MADURAI ZONE	81443	1017586	1099029
97	VIRUDHUNAGAR	10257	86699	96956
98	UO,Srivilliputtur	5001	39059	44060
99	UO,Sivakasi	4898	45348	50246
100	RAMANATHAPURAM	9791	70405	80196
101	UO,Paramakudi	2760	18477	21237
102	SIVAGANGAI	6137	88489	94626
103	UO,Karaikudi	4278	35187	39465
	VIRUDHUNAGAR ZONE	43122	383664	426786
104	TUTICORIN	12878	134037	146915
105	UO,Tiruchendur	3386	27337	30723
106	UO,Kovilpatti	3544	32725	36269
107	TENKASI	11380	103083	114463
108	UO, Sankaran Koil	6457	28560	35017

109	UO, Ambasumudram	1968	5306	7274
110	TIRUNELVELI	16135	201678	217813
111	UO, Valliyur	5452	43252	48704
112	NAGERCOIL	9672	132751	142423
113	MARTHANDAM	11470	101428	112898
	TIRUNELVELI ZONE	82342	810157	892499
Total Vehicles in Division – VI (Madurai, Virudhunagar & Tirunelveli Zone) = 2418314				
	Grand Total	949268	13095561	14044829

ANNEXURE XVII
Reporting From Embossing Stations To Registering Authority

Date :

Sl. No.	Application No.	Vehicle Type	Owner's Name	Laser Identification No.	Registration Plate size		3 rd Registration Plate Y/W	Colour Background		Remarks
					Front	Rear		Yellow	White	

Signature of the bidder

ANNEXURE XIX
PERFORMANCE GUARANTEE FORMAT

To:

_____ [name of Employer]
 _____ [address of Employer]
 _____ [name of Contract]

Whereas _____ [name and address of contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (name of Contract and brief description of works) (herein after called "the Contract")

And WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

Now, therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ (amount of guarantee) _____ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid untilmonths from the date of issue of certificate of completion.

Signature and seal of the guarantor: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees

Signature of the Bidder

ANNEXURE XX
CONTRACT FORMAT

THIS AGREEMENT made at _____ on this _____ day of _____ between THE GOVERNMENT OF TAMIL NADU, exercising the executive power of the Government of the State of Tamil

Nadu hereinafter referred to as the "the Government" (which expression

shall unless it be repugnant to the context or meaning thereof be deemed

to include his successors in office and assigns) of the One Part and

In case of individual-

(1)

Shri/Smt./Ku. _____ son/wife/

daughter

of

_____ sole

proprietor

of

M/

s. _____

Indian inhabitant, residing at

In case of partnership firm-

(2) (i) _____

(ii) _____ and

(iii) _____

_____ carrying on business in

partnership of _____ in the firm name and style of

_____ at _____

In case of Limited company-

(3)

M/s. _____ Limited, a company registered under the companies Act, 1956 (I of 1956)/Indian Companies Act, 1913 (VII of 1913) a Company having the incorporated office at

_____ hereinafter to as "the Bidder" (which expression shall

unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the Other Part and

WHREAS

The Government invited bids for undertaking the work of project of issue of High Security Registration Plate will be implemented on "**BUILD, OWN AND OPERATE**" (**BOO**) basis hereinafter referred to as "the project" permitting the private company to invest in the Project against the payment of contract price, for every High Security Registration Plate using the project facility, accepted by

the Government, as per Notice Inviting Bids No. _____ Dated _____ issued by the /Transport Commissioner, Tamil Nadu State, Chennai.

AND WHEREAS pursuant to the said Bid Notice, dated _____ M/ s. _____ the Bidder/s has Interalia submitted his/ their bid for the project which has been accepted by the Government on the terms and conditions contained hereunder the Government vide its letter No. _____ dated _____ forwarded the acceptance letter to the entrepreneur.

AND WHEREAS the bidder has deposited with the Government performance guarantee as required by the bid documents, the bidder is required to enter into an Agreement with the Government in connection with execution of the project, being in fact these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The contract documents shall be deemed to form and be read and construed as a part of this Agreement (all these documents and letters are hereinafter collectively referred to as "Contract Documents").

2. Other documents such as additional details of the proposal, Joint Venture/consortium agreements, bank guarantee towards performance guarantee and other correspondence between the Government and the bidder are attached therewith, as Reference Documents.

3. The words and expressions used in this Agreement, shall have the same meaning as are respectively assigned to them in the contract documents.

4. In consideration of the Government, having agreed to allow the Bidder to collect payment from the vehicle owners, both hereby agree.

To duly execute and complete the project in all respect entirely at the cost of the Bidder and strictly in accordance with standards and specifications as provided in the contract documents under the technical control and supervision of the Department and within the time limits specified therein.

To duly observe and perform all the terms and conditions in the contract documents.

To duly carry out necessary maintenance and repairs to the

project strictly in accordance with specifications for maintenance as provided in the contract documents and keep the project in proper condition and standard, till the project is finally handed over to the Government at the end of the contract period.

To hand over physical possession of the data and other items mentioned in the bid document in good condition to the Government at the end of the contract period. IN WITNESS whereof the Governor of Tamil Nadu has caused (Name and Designation of the Officer) to set his hand and affix his official seal hereto for and on his behalf and the Entrepreneur/s above named has/ have hereto set his hand/their respective hands/the common seal of the Entrepreneur has been hereunto affixed, on the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED BY
Shri _____(Name)

73

Bidder

The /Transport Commissioner,
Transport Department,
Chepauk, Chennai-5.

FOR AND ON BEHALF OF THE GOVERNOR OF TAMIL NADU IN
THE
PRESENCE OF

- 1. _____
- 2. _____

SIGNED SEALED AND DELIVERED BY
Shri/Smt/Kum. _____
The Bidder within named in the presence of

- 1. _____
- 2. _____

SIGNED, SEALED AND DELIVERED BY
1. _____
2. _____
3. _____

THE Bidder within named, being the present partners of the firm of
M/s. _____ in the presence of _____

- 1. _____
- 2. _____

The Common seal of the _____ company limited was pursuant to the Resolution of the Board of Directors of the said Company

passed at its meeting duly covered and held on the _____ Day of _____ hereto affixed in the presence of-

1. _____ and
2. _____

Note:- To be finalized in accordance with the provisions for affixing the seal made in Memorandum and Articles of Association of the Company.

Two Directors/a Director and Secretary of the Company who in token thereof has have hereto set his hand/their respective hands in the presence of-

1. _____ and
2. _____

Bidder

The Transport Commissioner,
Transport Department,
Chepauk, Chennai-5.

Extract of :**MINISTRY OF ROAD TRANSPORT AND HIGHWAYS****NOTIFICATION****New Delhi, the 28th March, 2001**

G.S.R. 221 (E). – Whereas the draft of certain rules further to amend the Central Motor Vehicles Rules, 1989 were published as required by sub-section (1) of section 212 of the Motor Vehicles Act, 1988 (59 of 1988) with the notification of Government of India in the Ministry of Road Transport and Highways. No. G.S.R. 948 (E), dated the 29th December, 2000 in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), dated the 29 December, 2000 inviting objections and suggestions from all persons likely to be affected thereby within a period of 30 days from the date on which copies of the Gazette of India in which the said notification was published, were made available to the public;

And, whereas the copies of the said Gazette were made available to the public on 2nd January, 2001;

And, whereas the objections and suggestions received from the public on the said draft rules have been considered by the Central Government;

Now, therefore in exercise of the powers conferred by sections 8, 9, 11, 12, 15, 17, 19, 27, 44, 47, 49, 51, 54, 56, 64, sub-section (14) of section 88 and section 110 of the said Act, the Central Government hereby makes the following rules further to amend the Central Motor Vehicles Rules, 1989, namely :-

- (1) These rules may be called the Central Motor Vehicles (1st Amendment) Rules, 2001.

- (2) They shall come into force from the date of their final publication in the Official Gazette except clause (1) of sub-rule (8), sub-rule (17), sub-rule (18) which shall come into force after six months the date of such

publication, and sub-rule (22) shall come into force on 1st October, 2002.

In the Central Motor Vehicles Rules, 1989.

(8) in rule 50,

(a) for sub-rule(1), the following sub-rule shall be substituted, namely :-

“(1) On or after commencement of this rule, the registration mark referred to in sub-section (6) of section 41 shall be displayed both at the front and at the rear of all motor vehicles clearly and legibly in the form of security license plate of the following specifications, namely :-

- (i) the plate shall be a solid unit made of 1.0 mm aluminium conforming to DIN 1745/DIN 1783 or ISO 7591. Border edges and corners of the plate shall be rounded to avoid injuries to the extent of approx. 10mm and the plates must have an embossed border. The plate shall be suitable for hot stamping and reflective sheet has to be guaranteed for imperishable nature for minimum five years. The fast colouring of legend and border to be done by hot stamping.
- (ii) The plate should bear the letters “IND” in blue colour on the extreme left center of the plate. The letter should be one fourth of the size of letters mentioned in rule 51 and should be buried into the foil or applied by hot stamping and should be integral part of the plate;
- (iii) each plate shall be protected against counterfeiting by applying, chromium-based hologram, applied by hot stamping. Stickers and adhesive labels are not permitted. The plate shall bear a permanent consecutive identification number of minimum seven digits, to be laser branded into the reflective sheeting and hot stamping film shall bear a verification inscription;
- (iv) apart from the registration marks on the front and rear, the third registration mark in the form of self destructive type, chromium based hologram sticker shall be affixed on the left-hand top side of the windshield of the vehicle. The registration details such as registration number, registering authority, etc., shall be printed on the sticker. The third registration mark shall be issued by the

registering authorities/approved dealers of the license plates manufacturer along with the regular registration marks, and thereafter if such sticker is destroyed it shall be issued by the license plate manufacturer or his dealer;

- (v) The plate shall be fastened with non-removable/non-reusable snap lock fitting system on rear of the vehicle at the premises of the registering authority;

The license plates with all the above specifications and the specified registrations for a vehicle shall be issued by the registering authority or approved the license plates manufacturers or their dealers. The Central Road Research Institute, New Delhi or any of the agency authorized by the Central Government shall approve the license plates manufactures to the above specification;

- (vi) the size of the plate for different categories of vehicles shall be as follows:-

For two and three wheelers - 200 X 100 mm

For Light Motor Vehicles/passenger cars – 340 X 200 mm/500 X 120 mm

For medium commercial vehicles, heavy commercial vehicles and Trailer/combination – 340 X 200 mm:”

Provided that this sub-rule shall apply to already registered vehicles two years from the date of commencement.”

Provided further that the size of the Registration Plates for agricultural Tractors shall be as follows:-

Front : 285 x 45 mm

Rear : 200 x 100 mm

(b) in sub-rule (2), for clause (d), the following shall be substituted, namely :-

“(d) the letters of the registration mark shall be in English and the figures shall be in Arabic numerals and the letters and figures shall be embossed and hot-stamped and shall be shown :-

(A) in the case of transport vehicles in Black colour on yellow background ; and

(B) in other cases, in Black colour on White background, the registration mark on the trailer shall be exhibited on the left hand side in Black colour on yellow background. In addition, the registration mark of the drawing vehicle shall be exhibited on the trailer also and this shall be done on the right hand side at the rear of the trailer or the last trailer as the case may be, in Black colour on retro-reflective type yellow background”;

Note: The principal rules were notified vide G.S.R.590 (E) dated 2nd June 1989 and were last amended vide GSR 642(E) dated 28th July 2000.

Copy of:

**Government of India
Ministry of Road Transport & Highways
(MVL Section)**

.....

**Transport Bhawan,
1, Parliament Street,
New Delhi.
13th August,
2001.**

RT – 11028/3/2000-MVL

To
Shri B. Bhanot,
Director,
The Automotive Research Association of India (ARAI).
P.B. No. 832, Pune – 411 004.

Shri R.C. Sethi,
Addl. Director,
Vehicle Research & Development Establishment
Vahan Nagar, Ahmednagar – 414 006.

Shri T.C. Tiwari,
Sr. Test Engineer,
Central Machinery Testing and Training Institute
Tractor Nagar, Budni – 466 445 (M.P.).

Shri Sudhir Singhal,
Director,
Indian Institute of Petroleum,
Dehradun (Uttaranchal).

Shri. S. Sikdar,
Director,
Central Road Research Institute,
Mathura Road, New Delhi.

Subject :- Guidelines for implementation of system of new registration plates as prescribed under Rule 50 of CMVR vide Gazette Notification No. 221(E) dated 28.3.2001.

Sir,

I am directed to enclose herewith a detailed note indicating the specifications/requirements/procedures to be followed while testing the prototype of new high security number plate of motor vehicles.

2. The vendors are required to obtain type approval certificates from any of the five above mentioned testing agencies. Detailed guidelines on the same are annexed to this letter for compliance. It may please be noted that the above provisions are to come into effect from 28.9.2001 in respect of new vehicles and in case of already registered vehicles these shall apply two years from the date of commencement of rule.

Yours faithfully,
(VIRENDRA SINGH)

Copy of:

**Note under reference to letter number RT – 11028/3/2000-MVL dated
13.8.2001**

The background colour and colour of letters in the high security number plates shall be the same as per the colour scheme prescribed in the Gazette Notification dated 28.3.2001 namely in black colour on yellow background in case of transport vehicles and in black colour on white background in other cases. The letters of registration mark shall be in English and the figures shall be in Arabic numerals and the letters and numerals shall be embossed and hot stamped.

2. Plate has to be guaranteed for imperishable nature for minimum 5 years.

3. To protect against counterfeiting, a chromium-based hologram is to be applied by hot stamping on the top left-hand corner of the plate in both front and rear. The size of same shall be 20 mm x 20 mm. The hologram shall contain Ashoka emblem with “Bharat Sarkar” and “Government of India” each side vertically on left and right side respectively on Ashoka emblem vertically. A depiction of the proposed arrangements is as specified in the sketch contained in the Annexure to this letter.

4. The permanent identification number of minimum 7 digits is to be laser branded into the reflective sheeting on the bottom left-hand side of the number plate with the numeral size being 2.5 mm.

5. The hot stamping film to be applied on the letters/numerals of the license number shall bear the inscription "INDIA"

6. The third registration plate which is to be in the form of a self destructive type chromium based hologram sticker to be affixed on the inner side of left hand corner of windshield of the vehicle shall be of size 100mm x 60mm. The details to be printed on the third number plate (sticker) shall be the (i) name of registering authority, (ii) registration number of the vehicle, (iii) laser branded permanent identification number, (iv) engine number and (v) chassis number of the vehicle. On the bottom of the right corner of the sticker, the chromium based hologram shall be applied but of a smaller size of 10mm x 10mm

7. In the said sticker the registration number of the vehicle would be in the center with a letter size of 10mm in height. The name of registering authority would be on top part of sticker in letter size of 5 mm, while engine number followed by chassis number would come in the bottom left corner of the sticker with numeral size being 2.5 mm in both cases. A depiction of the proposed arrangements on the sticker is as specified in the sketch contained in the annexure to this letter.

8. The registration plate fitted in the rear of the vehicle is to be fastened with non-removable/non-reusable snap lock system at the premises of the registering authority. For sake of better security there atleast two such snap locks may be fitted.

Copy of:

**MINISTRY OF ROAD TRANSPORT AND HIGHWAYS
NOTIFICATION
New Delhi, the 22nd August, 2001**

S.O.814(E) – Whereas the Central Government is of the opinion that it is necessary and expedient in the public interest to notify certain standards in respect of the new system of high security registration plates for motor vehicles and the process used by a manufacturer or vendor for manufacturing or supplying such plates with reference to the amendments made in the Central Motor Vehicles Rules, 1989 by the Central Motor Vehicles (1st Amendment) Rules, 2001, it, therefore, in exercise of the powers conferred by the sub-section (3) of section 109 of the Motor Vehicles Act, 1988 (59 of 1988) makes the following order to specify such standards, namely :-

ORDER

1. This Order may be called as the Motor Vehicles (New High Security Registration Plates) Order, 2001.
2. It shall come into force on the 28 day of September, 2001 in case of new registered vehicles from that date and in case of already registered vehicles, two years from that date and in case of already registered vehicles, two years from the date of publication of this Order in the Official Gazette.
3. Application – This Order shall apply to motor vehicles as defined in clause (28) of section 2 of the Motor Vehicles Act, 1988 (59 of 1988).
4. A manufacturer or supplier of new high security registration plates shall comply with the following specifications, namely :-
 - (i) The manufacturer or supplier shall have a certificate from the Central Road Research Institute, New Delhi or any one of the testing agencies authorized by the Central Government under rule 126 of the Central Motor Vehicles Rules, 1989.
 - (ii) The registration plate shall conform to the specifications spelt out in rule 50 of the Central Motor Vehicles Rules, 1989; and shall

conform to DIN 74069-1975 and ISO 7591-1982, as updated from time to time. The Registration Plate has to be guaranteed for imperishable nature for a minimum of five years.

- (iii) The background colour of the letters in the High Security Registration Plates shall be the same as per the colour scheme prescribed in the Notification of the Government of India in the Ministry of Road Transport & Highways No. G.S.R. 221(E) dated 28.3.2001 namely in black colour on yellow background in case of transport vehicles and in black colour on white background in other cases. The letters of registration mark shall be in English and the figures shall be in Arabic numerals, and the letters and numerals shall be embossed and hot stamped.
- (iv) To protect against counterfeiting, a chromium-based hologram of the size of 20 mm X 20 mm is to be applied by hot stamping on the top left-hand corner of the plate in both front and rear plates. The hologram shall contain Ashoka emblem with "Bharat Sarkar" and "Government of India" on each side, on left and right side respectively of Ashoka emblem vertically, as specified in the sketch, as given in the Annexure annexed to this Order.
- (v) The permanent identification number of minimum 7 digits is to be laser branded into the reflective sheeting on the bottom left-hand side of the registration plate with the numeral size being 2.5 mm.
- (vi) The hot stamping film to be applied on the letters/numerals of the license number shall bear the inscription "INDIA".
- (vii) The third registration plate in the form of a self destructive type chromium based hologram sticker shall be of the size of 100 mm X 60 mm is to be affixed on the inner side of left hand corner of windshield of the vehicle. The details on the sticker shall be (i) name of registering authority, (ii) registration number of the vehicle, (iii) laser branded permanent identification number, (iv) engine number and (v) chassis number of the vehicle. On the bottom of the right corner of the sticker, the chromium based hologram shall be applied but of a smaller size of 10 mm X 10 mm. In the said sticker the registration number of the vehicle shall be in the centre

with a letter size of 10 mm in height. The name of registering authority would be on top part of sticker in letter size of 5 mm, while, laser branded permanent identification number, then engine number followed by chassis number shall come in the bottom left side of the sticker with numeral size being 2.5 mm in each case. A depiction of the sticker is given in the sketch as specified in the Annexure annexed to this Order.

- (viii) The registration plate fitted in the rear of the vehicle shall be fastened with non-removable/non-reusable snap lock system. For that sake of better security, at least two such snap locks shall be fitted.
- (ix) No high security plate shall be affixed outside the premises of the registering authority.
- (x) The manufacturer or the vendor selected by the State Transport Department for supply of such registration plates may be for the State as a whole or for any region of the State.
- (xi) The registration plate will be supplied to the motor vehicle owners by the vendor against the authorization by the Road Transport Officer or any officer designated for the purpose by the State Transport Department.
- (xii) The replacement for any existing registration plate may be made by the concerned Transport Authority only after ensuring that the old plate has been surrendered and destroyed.
- (xiii) A proper record of the Registration Plates issued by the manufacturer or the vendor, authorized by the State Government, should be maintained on a daily basis and got tallied periodically with the records of the Transport Office.
- (xiv) Periodic audit shall be carried out by concerned testing agency to ensure compliance of the requirements of the high security registration plate.

(F.No. RT-11028/3/2000-MVL)
Sd/ ALOK RAWAT, Jt. Secy.

ANNEXURE**HOLOGRAM****REGISTRATION PLATE****Copy of :****MINISTRY OF ROAD TRANSPORT AND HIGHWAYS****NOTIFICATION****New Delhi 16th October, 2001**

S.O. 1041 (E). - Whereas the Central Government is of the opinion that it is necessary and expedient in the public interest to notify certain standards in respect of the new system of high security registration plates for motor vehicles and process used by a manufacturer or vendor for manufacturing or supplying such plates with reference to the amendments in the Central Motor Vehicles Rules, 1989;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 109 of the Motor Vehicles Act, 1988 (59/88), the Central Government hereby makes the following order to amend the Motor Vehicle (New High Security Registration Plates) Order, 2001, namely :-

- (1) This order may be called the Motor Vehicles (New High Security Registration Plates) (Amendment) Order, 2001.
- (2) It shall come into force on the date of its publication in the Official Gazette.
- (2) In the Motor Vehicle; (New High Security Registration plates) Order, 2001, in clause 4,
 - (a) in sub-clause (ii), for the letters, figures and words, "DIN 1745/DIN 1783 or ISO 7591, as updated from time to time". the letters, figures and words

"DIN 74069-1975 and ISO 7591-1982, as amended from time to time till such time as the corresponding BIS specifications are notified" shall be substituted;

(b) after sub-clause (i), the following clause shall be inserted, namely:-

(ii) "The size of the registration plate for different categories of vehicles shall be in accordance with clause (vi) to sub-rule (1) of rule 50 of the Central Motor Vehicles Rules, 1989. However, in case of motorcycles, the size of the plate may be used 285 x 45 mm";

(c) for sub-clause (iv), the following sub-clause shall be substituted, namely:-

(iv) To protect against counterfeiting, a chromium-based hologram of the size 20 mm x 20 mm is to be applied by hot stamping on the top left-hand corner of the plate in both front and rear plates. The hologram shall contain CHAKRA in blue colour as given in the annexure annexed to this order.";

(d) in sub-clause (v), the following proviso shall be inserted, namely :-

"Provided that the permanent consecutive identification number in Arabic numbers shall be preceded by two alphabets representing the name of the vendor or the manufacturer or the supplier, as the case may be, for whom the type approval certificate is issued by the test agencies :

Provided further that the test agencies specified in column (2) of the table below shall use the alphabets specified in column (3) of the said table as under:

TABLE		
Sl.No.	Name of Test Agency	Alphabets
(1)	(2)	(3)
1	Automotive Research Association of India, Pune	A to H
2	Central Road Research Institute, New Delhi	I to P
3	Vehicles Research and Development Establishment, Ahmednagar	Q to S

Provided also that the height of the digits shall be 5 mm for the front and rear registration plates and shall be 2.5 mm for the third registration plate, which shall be in the form of a sticker.";

(e) in sub-clause (vi), the following shall be added at the end, namely :-

The letters "INDIA" shall be in blue colour with the font size of 10 (Ten) in Type Arial Bold script at 45 degrees inclination with sequential lines being the mirror image of the other.

(f) in sub-clause (vii), the following shall be added at the end, namely :-

"The sticker should be essentially a diffraction foil film with high reflective index and shall have the chromium based hologram embedded".

(g) In the Annexure, for the hologram, the following hologram shall be substituted, namely.



Copy of:

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

NOTIFICATION

New Delhi, the 9th May, 2002

S.O.499(E).- In exercise of powers conferred by Sections 8,9,11,12,15,17,19,27,44,47,49,51,54, 56, 64, sub-section (14) of section 88 and section 110 of the Motor Vehicles Act, 1988 (59 of 1988), the Central Government hereby makes the following amendment in the Central Motor Vehicles (1st Amendment) Rules, 2001, namely:-

In the said rules, in rule 1, is sub-rule (2), for the words, figures and letters "on 30th June, 2002", the words, figures and letters "on 28th February, 2003" shall be substituted.

[F.No.RT-11028/3/2000-MVL]
ALOK RAWAT, Jt. Secy.

Note: - The Central Motor Vehicles (1st Amendment) Rules, 2001 was published in the Gazette of India, Extraordinary vide Notification No. G.S.R. 221(E), dated: 28th March, 2001 and subsequently amended vide Notification No.S.O.938 (E), dated: 24th September, 2001.