

REQUEST FOR PROPOSAL

For

SELECTION OF AGENCY FOR ROAD SAFETY PROJECT IN THE STATE OF GUJARAT



Through online e-tendering process only

Commissioner of Transport
Office of Commissioner of Transport
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PRICE: Rs. 5, 000/- (Rupees Five Thousand only)

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Tender Notice

Government of Gujarat has decided to seek services of an agency for 11 districts in the State of Gujarat for implementation of Road Safety Project. The Road Safety Project has already been implemented in the year 2011. On behalf of the Government of Gujarat, the Commissioner of Transport invites bids for selection of an eligible agency having requisite experience in training and education, specifically in Road Safety as per conditions mentioned in this document.

Bid Documents may be purchased from the office of the Commissioner of Transport, Gandhinagar, Government of Gujarat between [22nd December, 2015] to [18th January, 2016] both days inclusive, against non-refundable fee, (for each set of two copies) of Rs.5,000/- (Rupees Five Thousand only) by Demand Draft drawn on any Nationalised or Scheduled Bank payable at Gandhinagar in favour of Commissioner of Transport, Gandhinagar.

The bid document is also available on:

<http://www.cot.gujarat.gov.in>" or <https://cot.nprocure.com> or <http://nprocure.com> for downloading. The bidder who submits downloaded bid document shall pay the cost of bid document in the manners specified in the RFP document. Bid must be accompanied with the Earnest Money Deposit of Rs.10,00,000/- (Rupees Ten Lakhs only) payable at Gandhinagar drawn in favour of the Commissioner of Transport, Gandhinagar. The Bid Security will have to be in the form(s) as specified in RFP document and shall have to be valid for number of days as specified in the RFP document. No Exemption Certificate will be accepted in this regard.

The last date of submission of Bid is January 18, 2016 on or before 15:00 hrs at the Office of the Commissioner of Transport, Gandhinagar and will be opened as per schedule indicated in the RFP document. The bid is an e-tender document, and hence financial bid will be required to be submitted on-line following requisite procedure. However, all other documents including attachments as per RFP will be submitted as hard copy in the Commissioner of Transport's office as specified in the RFP document. If Commissioner of Transport's Office happens to be closed on the day of receipt of bids as specified, the bids will be received on the next working day on opening of the Office at the same time and venue.

DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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

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

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

GLOSSARY

Application	As defined in the Disclaimer
Associate	As defined in Clause 2.3.25
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
	As defined in Clause 1.9.2
Bid(s)	As defined in Clause 1.1.1
Bidders	As defined in Clause 1.9.2
Bid Due Date	As defined in Clause 1.9.4
Bid Security	As defined in Clause 1.9.2
Bid Stage	As defined in Clause 1.8
Project Period	As defined in Clause 2.3.17
Conflict of Interest	As defined in Clause 2.3.17
Damages	As defined in Clause 2.20.2
Demand Draft	As defined in Clause 3.3.3 b (a)
Eligible Experience	As defined in Clause 3.3.3 b (a)
Eligible Projects	As defined in Clause 2.2.1 A ,B
Eligible Member	As defined in Clause 1.1.5
Estimated Project Cost	Government of Gujarat
Government	As defined in Clause 1.9.6
Highest Bidder	As defined in Clause 3.7.1
LOA	As defined in Clause 2.3.19
Net Worth	Indian Rupee
Re. or Rs. or INR	As defined in the Disclaimer
RFP or Request for Proposals	As defined in Clause 1.9.7
Selected Bidder	As defined in Clause 2.2
Technical Capacity	As defined in Clause 3.3.4 (b)
Technical Experience Score	As defined in Clause 3.3.4
Technically Qualified Bidders	As defined in Clause 3.6.2
Tie Bidders	

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The other definitions are also as given hereunder:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.3.18 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or work order or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

Road safety has been given the utmost importance by the Transport Department, Government of Gujarat. The subject of Road Safety cuts across various departments viz. Transport Department, Home Department, R & B, Education, Health Departments, etc. State Road Safety Council has been constituted under the Chairmanship of Transport Ministries represented by the Secretaries of the concerned departments. Similarly, City/ District Road Safety Councils have also been constituted under the Chairmanship of City Police Commissioner / District Collector. The meetings of State Road Safety Council and City/ District Councils are held regularly to review the status of various initiatives by different departments regarding road safety.

The awareness regarding the road and traffic safety amongst people plays a very important role in compliance of traffic related laws. Transport Department, Government of Gujarat in support with Education Department, Government of Gujarat has come up with the concept of Traffic Safety Program for school and college going children within the age group of 12 to 21 years.

The idea is conceived keeping in mind that the numbers of vehicles are increasing day by day in the state and currently there are more than one crore vehicles plying on the road. This has led to increase in the rate of accidents involving both the drivers and the pedestrians on the roads. Hence it is necessary to instill traffic safety sense right from the formative years of child's development thereby provide lifelong learning.

Therefore to inculcate the sense of road safety amongst the community, the Transport Department, Government of Gujarat has initiated measures to educate public, school children in particular about traffic rules and road etiquette through a special mobile vehicle called "Traffic Education & Awareness Mobile" (TEAM) Van, which is designed with fully equipped mobile audio visuals. This TEAM van is capable of making audio visual shows and presentations and will have different kind of material and equipments to make exhibitions, video shows, presentation, talk shows etc. It will

be accompanied by a trained coordinator who will be the nodal person to carry out the project on road safety.

The project will be coordinated by a district level team comprising of Collector, District Education Officer, DSP, District Development Officer and RTO. This team will be headed by the collector. The RTO in consultation with D.E.O of the district will chalk out the project for the TEAM van and the TEAM van will visit schools as per the schedule. The coordinator will make small exhibition of road safety on school campus and show the films on road safety. He will interact with the students and try to create active interest in the students for Road Safety. In consultation with the school authorities, a variety of programmes can be organized in the school lasting for around 3-4 hours.

In view of this, proposal in the form of BIDs in duplicate is requested from agencies, willing to bid for training on Traffic Safety program for rural / urban school children between the ages of 12 and 21 years and for general public also as suggested by District and City Road Safety Council and other road safety related work, in complete accordance with the documents/attachments as per the guidelines given in the following paragraphs.

SCHEDULE FOR INVITATION OF RFP

Details about RFP: RFP Notice No. Road Safety/2015-16/8119/COT-GITCO

Department Name	:	Office of Commissioner of Transport
Circle	:	Commissioner of Transport Office of Commissioner of Transport Block No.6, 2nd floor Dr. Jivraj Mehta Bhawan Government of Gujarat Gandhinagar -382010
Division	:	---
IFB No./ Tender Notice No.	:	RFP Notice No. Road Safety/2015-16/8119/COT-GITCO
Name of Work	:	Selection of Agency for Road Safety Project in the State of Gujarat
Period of Completion	:	3 years
Bidding Type	:	Open
Bid Call (Nos.)	:	1
Class of Bidder	:	Not Applicable
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture	:	Not Applicable
Rebate	:	Not Applicable
<i>Amount Details</i>		
Bid Document Fee.	:	Rs.5,000/- in form of Demand Draft
Bid Document Fee Payable to	:	“Commissioner of Transport” payable at Gandhinagar
Bid Security /EMD (INR)	:	Rs.10, 00,000/- (Rupees ten lacs only)
Bid Security/ EMD in favour of	:	“Commissioner of Transport” payable at Gandhinagar
<i>Tender Dates</i>		
Bid Document Downloading Start Date	:	22/12/2015 at 1.00 p.m. (13.00 hrs)
Pre-bid Meeting Date	:	04/01/2016 at 4.00 p.m. (16.00 hrs)
Bid Document Downloading End Date	:	16/01/2016 at 3.00 p.m. (15.00 hrs)
Last Date & Time for Receipt (Submission) of Bids	:	18/01/2016 at 3.00 p.m. (15.00 hrs)
Date of Tender opening	:	18/01/2016 at 4.30 p.m. (16.30 hrs)
Date of presentation for shortlisted bidders after technical evaluation	:	28/01/2016 or 29/01/2016 at 11.00 a.m. (11.00 hrs)
Financial bid opening Date	:	30/01/2016
Bid Validity Period	:	180 days from opening of price bid
Submission of certain documents, etc.	:	Submission of EMD, Tender fee and other Documents before 18/01/2016 upto 15.00 hrs in the office of the Commissioner of Transport, Office of Commissioner of Transport, Block No.6, 2nd floor, Dr. Jivraj Mehta Bhawan, Government of Gujarat, Gandhinagar-382010

Remarks	:	Bidder shall submit their offer in electronic format on website, after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer is received by the Commissioner of Transport, Office of Commissioner of Transport, Block No.6, 2nd floor, Dr. Jivraj Mehta Bhawan, Government of Gujarat, Gandhinagar will be outright rejected.
Phone	:	079-23251367
<i>Other Details</i>		
Officer Inviting Bids	:	Commissioner of Transport, Office of Commissioner of Transport, Block No.6, 2nd floor, Dr. Jivraj Mehta Bhawan, Government of Gujarat, Gandhinagar-382010
Bid Opening Authority	:	Commissioner of Transport, Office of Commissioner of Transport, Block No.6, 2nd floor, Dr. Jivraj Mehta Bhawan, Government of Gujarat, Gandhinagar-382010

General Terms and Conditions

- (1) Bidders can download the tender document free of cost from the website.
- (2) Bidders have to submit Price bid in Electronic form only on nprocure website till the Last Date & time for submission.
- (3) Offers in physical form will not be accepted in any case.
- (4) Free vender training camp will be organized every Saturday between 4.00 to 5.00 PM at (n) Code Solutions – A Division of GNFC Ltd. Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

(n) Code Solutions
A Division of GNFC
301, GNFC Infotower, Bodakdev
Ahmedabad –380 054 (India)
Tel: +91 26857316/ 17/ 18
Fax: +91 79 26857321
E-mail: nprocure@gnvc.net
Website: www.nwr.nprocure.com
Toll Free: 1800-233-1010(Ext.321)

Other Terms and Conditions are as per detailed tender documents.

General Instructions

1.0 Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – “Commissioner of Transport” payable at Gandhinagar division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.

2.0 **Technical Bid:** Bidders shall submit physically their bids in **TWO SEPARATE PARTS** in sealed envelopes super-scribed with due date, time, project, zone and nature of bid **through Registered Post A.D. or Speed Post only.**

PART-I: Bid Security of the RFP Document in a separate sealed envelope superscripted with the RFP Document number. Please enclose **EMD** of Rs.10,00,000/- in favour of “ Office of Commissioner of Transport, Gandhinagar.”

Price of one copy of the RFP Document of Rs.5,000/- in form of Demand Draft/s drawn in favour of “Office of Commissioner of Transport, Gandhinagar.”

PART-II: Original and one copy of TECHNICAL BID complete with all technical and commercial details except the prices. Original printed document shall be considered as authentic.

Note: Filling up prices in Part II will render the Bidder disqualified.

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be duly signed and stamped by the Authorised Signatory of the organisation.

3.0 **Financial Bid:** Bidder shall submit the **FINANCIAL BID** online only.

4.0 Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading “Deviations”.

5.0 Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

6.0 Bidder shall quote the prices of services as mentioned valid for 180 days.

7.0 The price of one copy of the RFP Document is Rs. 5,000/- which can be paid by crossed Demand Draft. The Demand Draft may be drawn in favour of “Commissioner of Transport” payable at Gandhinagar.

Yours faithfully,
For and on behalf of

Commissioner of Transport,
Office of Commissioner of Transport
Gandhinagar

1 INTRODUCTION

1.1 Objective

- To promote traffic safety activities so as to reduce accidents on the roads and enforce traffic manners effectively
- To create road safety awareness among rural/ urban school & college going children, local community at village and in urban/ semi-urban areas
- To train the master trainers of motor driving schools at the district on road safety and traffic awareness
- To assist the road safety councils and cells located in COT's office at Gandhinagar and RTO/ ARTO offices in the districts in discharging the functions in a professional manner by involving all the stakeholders/ departments at State/ District level.

1.2 Requirement for the project

Commissioner of Transport invites RFP for selection of agencies for content making and conduct training on traffic and road safety program so that the local community, school & college students, etc. are benefited by means of creating awareness through

- TEAM VAN
- Literatures for exhibitions, displays, road shows
- Literatures for distribution on road safety & vehicle security
- Training on road safety by qualified instructors through mass media

Hence to get the above benefits with an objective to create awareness among the community, need was envisaged to publish the RFP.

1.3 Present Status

The project TEAM Van was implemented in Panchmahal district as a pilot project in the year of 2009-10. At present, 11 Mobile Vans have been designed and deployed in 11 districts namely Ahmedabad, Baroda, Surat, Rajkot, Jamnagar, Junagadh, Banaskantha, Sabarkantha, Kutch, Bhavnagar and Panchmahal.

The TEAM VAN consists of:

- Audio – visual unit
- Supporting equipments
- Exhibition and display devices
- Literature/Audio – video CD/VCD
- Distribution material

1.4 Project Implementation Mechanism

The project implementation mechanism for the **Bidding agency** is as follows:

1.4.1 Manpower Requirement

To provide services of the required manpower

- To provide the services of the required manpower (**1 District Coordinator for all districts, 1 Project Executive, 1 qualified trainer & 1 driver cum helper per district**) in 11 (TEAM) districts for the project.
- To provide the services of the required manpower (**1 District coordinator for all districts, 1 Project Executive cum Trainer per district**) in another 15 (Non- TEAM) districts for the project.
- To provide two qualified persons (**1 State Program Manager & 1 State Program Executive**) exclusively deputed by the Agency in the Office of Commissioner of Transport, Gandhinagar for co-ordinating and assisting CoT in the road safety related work at State level, and for project execution and co-ordination with the different departments for CoT.

1.4.2 Content Development

- To develop course content and training delivery methodology like classroom trainings for schools & colleges/ universities, group discussion, simulation exercises like questionnaires, worksheets, story books/comics for the students which should be of three hours to four hours for interaction with the students, training resource material development like games, drill and practices, role plays, training kits for the instructors, teachers which needs to be done in keeping in view of the local variations and specific needs. There is no limit for the number of students to be trained in a batch.
- To develop animation film giving messages on traffic safety with respect to the urban, semi – urban and rural scenarios. The films should contain the traffic rules to be followed, safety of the pedestrian, motorist using roads and highways, different signages. The animation films will be revised periodically after 1 year to maintain freshness and interest of the people to watching it.

- To conduct quiz sessions and provide case studies from the locality so as to provide a better understanding on the traffic safety issues
- To create a database of the contact details of the schools and colleges such as Name of Head, Telephone & Fax number of the school & college, etc. in correlation with the District Education Officer (DEO)
- In order to create the awareness, develop content material and to implement to spread it through advertisements, social media like WhatsApp messages, wide spread messages, Face book, Twitter, pop up blocks, departmental websites, etc.

1.4.3 Training

- To train the staff members and student of the schools on road safety issues like road disciplines, use of helmets and seat belt, speed control, vehicle condition maintenance, responsible driving, managing the Vans in terms of its orderliness and cleanliness. The cost for maintenance and repair of the Vans will be borne by the District Committee where TEAM van is provided.
- To train the master trainers of Motor Driving Schools located in the district.

1.4.4 Approvals

- To facilitate organizing training from time to time for drivers of transport vehicles in association with organization/ NGO, etc.
- To finalise content for training material, questionnaire, quiz, comic book, literature, content for social media, website, etc. in the first quarter of operation and approved by District Committee/ CoT.
- All reporting format and appraisal forms should be well designed and approved by District Committee/ CoT

1.4.5 Implementation

- To spread Traffic Awareness by conducting training sessions and educating people and students by going to various schools and colleges generally and market places, villages and other public places occasionally which would be done in accordance to the fixed schedule program under the guidance of the respective district heads.
- The Agency has to engage the required manpower for the Project (TEAM and Non- TEAM districts) as well as Office of Commissioner of Transport within a month from the date of agreement with the Agency.

- During the first three months of the project, the agency has to develop/adapt material for training.
- An amount upto Rs. 10,00,000/- will be provided to the agency for the development of material i.e audio, visual, print, website, social media, etc. under the guidance of COT.
- To coordinate with the schools regarding organizing training sessions, film screening, exhibitions, interactive sessions as per the convenience of the schools and students under the guidance of District Education Officer.
- To visit 2 schools per day on weekdays and on Saturdays they need to conduct this activity with the community at the village level.
- The trainers in the districts will be qualified and having professional qualification and having experience in road safety training
- The agency needs to take the feedback from the head of the educational institute and students.
- To coordinate with the district level authorities with regard to outlining the schedule of the visit to the schools by considering the factors like public holidays, exams, vacations and other pre planned programme by schools, prepare route chart map of the TEAM VAN
- To create a database of the contact details of the schools in correlation with the DEO.
- To train the master trainers of Motor Driving Schools and facilitate organization of training and road safety related programs on periodical basis in the district.
- To assist CoT, Gandhinagar and RTO/ ARTO offices in conducting Road Safety Council meetings and coordinate with all stakeholders at State/ District level respectively.

1.4.6 Evaluation and Feedback

- To evaluate effectiveness of the programme and suggest necessary changes to the respective district heads and the Commissioner of Transport on a monthly basis
- To provide necessary feedbacks and suggestions
- Overall supervision and coordination at District and State level
- The Project Executives will be giving weekly updates and managing the database provided by the different district/ state.

1.5 Key Deliverables for the Road Safety Project

1.5.1 Office of the Commissioner of Transport

- a) To provide 11 Mobile Vans well equipped with all necessary audio video equipments and electrical items
- b) The District Committee/ RTO Office will bear expenses for major maintenance of Mobile Vans.
- c) Any material for distribution will be provided by The Office of the Commissioner of Transport/ RTO.
- d) The District Committee/ CoT will provide an office space for day to day operation of Agency.
- e) Authority letter/permission letter from the schools to conduct Traffic Safety classes
- f) Facilitating communication with the district authority
- g) Contact person for coordination of the project
- h) Timely release of fund

The fund for the project would be released under two categories

- Non Recurring Expenditure

An amount of INR upto Rs.10,00,000/- will be released for development of the content material in the first three months subject to development of suitable content material under the overall guidance of CoT.

- Recurring Expenditure would be released monthly after submission of the reports by the agency and district committee through RTOs.

- i) Participation in the review meeting
- j) Overall monitoring of the project

1.5.2 Agency

- a) Services of program manager, trainers & Coordinators and Project Executives in CoT will be provided by agency
- b) Services of the driver cum helper for the TEAM Van. The driver cum helper would be assisting the Trainer in the schools and the expenditure for the same will be borne by the Agency
- c) Conduct training for trainers/coordinators

- d) Create content and provide soft copy for printing the same for sessions with students
- e) Coordinating with the Schools and Colleges for programme.
- f) Conduct sessions in each school which will be of 3 hours per school.
- g) To provide feedback report & suggestion to the District Team and Transport Department
- h) To submit 1% of EMD at time of submission of proposal, any withdrawal of bid during process will be considered as forfeit of EMD
- i) Bidding agency has to bear fuel expenses for the vans.
- j) The bidding agency has to bear expenses for maintenance of electrical equipments in TEAM Vans.
- k) Any damage to instruments due to mishandling/ lack of carefulness will be protected by the Agency through insurance policy for a duration of project
- l) Create awareness with the help of media like whatsapp messages, pop up blocks, advertisements, etc.
- m) To assist CoT, Gandhinagar and RTO/ ARTO of the district in road safety related matters and for coordination with all stakeholders at State/ District level.
- n) To train the master trainers of Motor Driving Schools and facilitate organization of training programs for Drivers on periodical basis.

1.6 Roles and responsibilities of the employees engaged in the project

(A) Manpower in CoT Office

1) State Program Manager

- a) To constantly monitor district wise work for training in schools & colleges.
- b) To provide suggestions for modifications/ additions in the TEAM Van project.
- c) Coordinate and communicate with State and District level authorities who are members of the State/ District road safety councils
- d) To attend meetings of State Road Safety Council and provide assistance in undertaking the implementation of directions of Council as instructed by CoT, making presentations, if required.

2) State Programme Executive

- a) To constantly monitor district wise work for training in schools & colleges, and maintaining database
- b) Coordinate and communicate with State and District level authorities who are members of the State/ District road safety councils

(B) Manpower in TEAM / Non-TEAM Districts

3) District Coordinator (For TEAM & Non-TEAM)

- a) To lead the team and supervise the project at City/ District level.
- b) Coordinate and communicate with State and District/ City level authorities who are members of the State/ City/ District road safety councils
- c) Send weekly and monthly reports with necessary suggestions and feedback. The report needs to have future monthly plan which needs to be prepared in consulting with the district committee and submit the same to The Commissioner of Transport.

4) Project Executive per district (For TEAM districts only)

- a) To coordinate with the district/ city road safety committee and design the route chart map for the Van
- b) Submit progress report weekly and monthly and the plan for the next month to the district co-ordinator.
- c) To facilitate organizing training programs for the drivers periodically in consultation with RTO/ ARTOs.

5) Trainer per district (For TEAM & Non-TEAM districts)

- a) To coordinate with the district/ city road safety committee and design the route chart map for the Van
- b) Create awareness, train the students and teachers from schools and colleges
- c) Submit progress report fortnightly and the plan for the next fortnight to the Program Manager and Project Executive
- d) To monitor activities and get feedback from the school heads and local authorities
- e) To train master trainers at motor driving schools and facilitate training camps for drivers

6) Driver cum Assistant (For TEAM districts only)

- a) In TEAM districts, the driver will assist the Trainer for communication everywhere as per the schedule as well as shall also serve as helper to the trainer in the work of providing training and other related aspects in which the Trainer requires help.

The Agency should follow certain **obligations and applicable labour laws** after the recruitment of the required persons for the Project as mentioned in the RFP document. These obligations have been given in Appendix 17.

Details of qualifications required for the recruitment of the manpower for the Road Safety Project have been given in Appendix 18.

1.7 Implementation

A professional company/institute involved in road safety awareness project or other such educational projects is invited to work with Government of Gujarat in this project. The vendor company will have to work under overall supervision and guidance of the Commissioner of Transport, Gujarat State. For field work, necessary liaison will have to be done with the district committee and individual schools. The District Collector, RTO and the District Education Officer will form the key members of the district committee.

1.8 Reporting Mechanism

The agency has to do regular reporting to the department. The department will need

- Monthly report of each district
- Annual report with review
- Project completion report

Monthly reports are to be prepared by the district coordinators which shall broadly contain the number of schools covered, number of students covered, number of activities performed, achievements, next month plan. It should also contain the feedback and suggestions.

Annual report will contain the coverage, achievements and effectiveness of the project implemented throughout the year as well as the feedback and suggestions.

The Department shall also monitor the activities at its sole discretion.

1.9 Project Duration and Reach

Presently, the TEAM Van project has been implemented in 11 districts of the Gujarat. The project duration will be for a period of total 3 years; however post completion of every year, the performance of project implemented by the Agency will be reviewed based on actual implementation against the scope of work in Agreement. If the performance of the Agency is not found satisfactory **at any point of time** during the 3 years period, the Contract may be discontinued. Based on the performance achieved in 3 years, the contract may be extended further for next one year or any further period on mutual convenience/ consent.

1.10 Brief Description of Bidding Process

1.10.1 The Authority has adopted a two-stage process (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project.

The stages are:

- 1) Technical evaluation
- 2) Financial evaluation

1.10.2 In the Bid Stage, the Bidders are being called upon to submit their technical credentials and financial offers (**the “Bids”**) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 2.13 for submission of bids (**the “Bid Due Date”**).

1.10.3 The Bidding Documents also includes the draft Agreement for the Project during process any addenda issued subsequent to this RFP Document will be deemed to form part of this Bidding Document.

1.10.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 10,00,000/- (Rupees Ten Lakhs) (**the “Bid Security”**), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date, inclusive of a claim period of 90 (ninety) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.10.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the agreement including implementation of the Project.

1.10.6 Bids are invited for the Project on the basis of “**total lowest price**” to be quoted by a Bidder for implementing the Project. The project period is pre-determined, as indicated in the Agreement. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the total lowest price.

1.10.7 Generally, the Highest Bidder shall be the “**Selected Bidder**”. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match/ negotiate the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or expresses its incapability to perform or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.10.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

2 INSTRUCTIONS TO BIDDERS

(A) General

2.1 Scope of Application

The Authority wishes to receive Applications from experienced and capable Bidders for providing services for implementation of Road Safety Project in 11 Districts in the State of Gujarat and non-TEAM in remaining 15 districts where the Van will not be deputed for training.

2.2 Eligibility of Bidders

For determining the eligibility of Bidders for their qualification hereunder (the “**Technical Capacity**”), the following shall apply:

2.2.1 Technical Eligibility Criteria

A. Financial Strength of the Bidder

- a) The average minimum Business Turnover (T) of Rs. 3.0 cores (Rupees three cores) for three consecutive financial years ending on 31st March 2015. (Audited reports should be submitted for three years as mentioned)
- b) The Bidder shall have a minimum Net worth of Rs. 1.50 cores (Rupees one crore fifty lacs) for the financial year ending on 31st March 2015. (Audited reports containing Profit & Loss statement and Balance Sheet should be submitted)
- c) The bidder should have completed Program (P) in training in the field of road safety / education/ awareness on social causes worth (in Rs. Lacs) in last three years (Completion certificate to be attached for verification)

B. Technical Strength of the Bidder

- a) Bidder should have existing **Infrastructure** set up in Gujarat (Details of office, equipments, invoices of equipments, softwares, etc. should be submitted)
- b) Bidder should be having minimum staff strength of 20 persons as “permanent employee” and should have PF Registration Number

- c) Bidder should have minimum **Three** years of experience in Training (Preferably Road Safety) or Education field or Awareness on social causes at time of submission of this proposal
- d) The Bidder should have sufficient experience in implementing Training /education programme/ any awareness program on social causes. Bidder must have completed at least single project of Rs.50 Lacs in last three years. Bidder shall submit experience certificate duly issued by the concerned authority for the last 3 years.
- e) Bidder should submit Quality Certification like ISO or Recommendation letters or any award from State or Central Government

C. Content Development

The bidder needs to submit a note on their capability of developing or customizing multimedia content and making technical and non technical content (of more than 3 hours) related to Pedagogy in following fields.

- i.) Animation films/ Non Animation films
- ii.) Simulation Technique/ Group Discussions
- iii.) Questionnaires/Quiz
- iv.) Training Literatures/Comic books
- v.) Drill exercise/Role Play/ Street Play
- vi.) Content for Website / Social media on road safety
- vii.) Content for audio visual & print media as per the requirement

D. Presentation and Understanding

The project experience of the Bidder shall be considered for the purpose of the technical evaluation. The bidder needs to submit a descriptive note (not more than 2 pages and maximum 3 photographs) detailing on the educational activities undertaken by the organization during last 3 years. The note is supposed to include qualitative information on the number of students impacted during each of the project undertaken.

E. The bidder needs to furnish the below mentioned documents:

- In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case the Bidder is a Society- Certified copy of registration deed with objects of constitution of society

Or

In case Bidder is a Corporation- Authenticated copy of the parent statute

Or

In case of Trust- Certified copy of the Trust Deed

Or

In case of Firm- Certified copy of the Registration Deed

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

- List of present Directors/owners/executive council members/trustees/ Board members as applicable.
- Registered concern and valid PAN/TAN
- Head Office/Regional Office/Branch Office in Gujarat
- Year of experience of working in the field of school education /traffic awareness/ other awareness programs for social causes
- CV of State Programme Manager, State Program Executive, District Co-ordinator, Project Executive, Trainers, Drivers in the project
- Programme completion certificates / reference letters from clients worked previously

2.3 General Terms of Bidding

2.3.1 The Bidder must be a Company registered under the Indian Companies Act, 1956/ Society or NGO registered under Societies Act 1860 / Public Trust registered under Bombay Public Trust Act/ Partnership or Proprietorship firm; and have their office in Gujarat, proof from shop and establishment should be attached as applicable to the concern. The bidder should submit the applicable proof of registration.

In case of an educational institute, valid certificate of affiliation/ Government approved certificate should be submitted.

2.3.2 The Bidder must be a single entity and should submit PAN/TAN

2.3.3 Bidder should provide PF number at time of submission of bid.

- 2.3.4 No Bidder shall submit more than one Bid for the Project.
- 2.3.5 A Bidder in the last 3 (three) years, should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
- 2.3.6 The Bidder will not be considered for selection if he belongs to any or all of following provisions of various acts.
- b) Convicted of a cognizable offence by any court of law with imprisonment for a term exceeding one year; or
 - c) Imposed a penalty of rupees ten million or more for violation of the provisions of the Foreign Exchange Regulation Act, 1973 (46 of 1973) (since repealed) or the Foreign Exchange Management Act, 1999(42 of 1999); or
 - d) Detained under the National Security Act, 1980 (65 of 1980) or the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985); or
 - e) Adjudged guilty by the Stock Exchange Board of India or any other such Financial Regulatory Boards or Tribunals or Agencies; or
 - f) Found to be associated in any manner with an organized crime syndicate or its associate or with any association declared unlawful under the Unlawful Activities (Prevention) Act, 1967(37 of 1967) or any other law for the time being in force; or
 - g) Found to be connected with activities prejudicial to the National Security,
- 2.3.7 The Bidder shall submit detailed proposal for the timely acquisition of the manpower for a period of three years, clearly mentioning their qualification and experience in field of training and education.
- 2.3.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder

hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.3.9 The Bid should be furnished in the format at Appendix- 14, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.3.10 The Bid shall consist of a price to be quoted by the Bidder. as per the terms and conditions of this RFP and the provisions of the Agreement.

2.3.11 The Bidder shall deposit a Bid Security of Rs. 10,00,000/- (Rupees Ten Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-3.

2.3.12 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date, inclusive of a claim period of 90 (ninety) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

2.3.13 The Bidder should submit a General Power of Attorney as per the format at Appendix-4, authorizing the signatory of the Bid to commit the Bidder.

2.3.14 Non compliance to any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.3.15 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.3.16 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3.16 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.3.17 A Bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (**the “Damages”**), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall

not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956.

For the purposes of this Clause 2.3.17, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person **(the “Subject Person”)** shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iii) such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
- (iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have

access to each others' information about, or to influence the Bid of either or each other; or

- (v) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3.18 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the

- (i) Issue of the LOA or
- (ii) Execution of the Agreement.

In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.3.19 The Bidders shall enclose with its application certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.3.19. For the purposes of this RFP, net worth (**the "Net Worth"**) shall mean the

sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

2.3.20 [While Qualification is open to persons from any country, the following provisions shall apply:]

[(a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or]

[(b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;] [then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the bidder.]

[The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.]

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3.22 In computing the Technical Capacity and Net Worth of the Bidder under Clauses 2.2.1, 2.3.19 and 3.3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

2.3.23 The following conditions shall be adhered to while submitting an Application:

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b) in responding to the RFP submission, Bidders should demonstrate their capabilities in accordance with Clause 3.3 below; and

2.3.24 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3.25 This RFP is not transferable.

2.3.26 Any award of Agreement pursuant to this RFP shall be subject to the terms of Bidding Document.

2.3.27 The selected agency shall not sub-contract the entire work of implementing the work of Road Safety Project to the associate dealer/distributor/other party. If agency is found to be sub-contracting the entire work of project, the contract with such agency shall be cancelled by the Authority.

2.3.28 The Authority has right to cancel the contract agreement at any point of time during the Agreement period.

2.3.29 The Authority has right to disengage the agency if found that work carried out by agency is not satisfactory.

2.3.30 The Authority will carry out inspection through its nominated agency or official of the entire project as specified. On getting the inspection report and if the project is not found as per the terms & conditions, the Authority will not release the payment amount to the agency.

2.4 Cost of Bidding

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

2.5 Acknowledgement by Bidder

2.5.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Document;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4 above;
- d) satisfied itself about all matters, things and information required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, Lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Bidder;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or Lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

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

- A. at any time, a material misrepresentation is made or uncovered, or
- B. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:
 - (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.6.3 and 3.6.4; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the agreement thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has

given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

(B) Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Detailed Business Plan
- Section 7. Miscellaneous

Appendices

- 1 Covering Letter as per the format specified
- 2 Details of Bidder Members as per the format specified
- 3 Format for Bank Guarantee for Bid Security as per the format specified
- 4 Format for Power of Attorney for signing the proposal as per the format

- specified
- 5 Format of Project Undertaking as per the format specified
 - 6 Format of Letter of Commitment as per the format specified
 - 7 Anti-Collusion Certificate as per the format specified
 - 8 Information, about Bidder (Technical Evaluation) as per the format specified
 - 9 Technical Capacity of the Bidder - Format for Information Submission (Technical Evaluation) as per the format specified
 - 10 Technical Capacity of the Bidder - Format for Financial Strength about Bidder as per the format specified
 - 11 Format for Marking of Technical Evaluation (Financial Strength + Project Experience) as per the format specified
 - 12 Statement of Legal Capacity as per the format specified
 - 13 Detailed Business Plan as per the format specified
 - 14 Financial Proposal as per the format specified
 - 15 Checklist for Proposal Submission as per the format specified
 - 16 Draft Agreement
 - 17 Obligations of Agency for Employees for Road Safety Project
 - 18 Manpower Requirement for Road Safety Project

Envelope A: Technical Proposal (to be submitted in office as mentioned in clause 2.12.4 and clause 2.12.7)

Appendix 1 to Appendix 13, 17, Appendix 15 to Appendix 16

Financial Proposal (to be submitted online) Appendix 14

- 2.7.2 The draft Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.
- 2.7.3 All the pages of the technical proposal must be numbered and reference to the relevant page number should be provided in the formats of submission.
- 2.7.4. All the pages of the proposals must be hard bound (book binding).

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.12.7 They should send in their queries on or before the date mentioned in the Schedule

of Bidding Process specified in Clause 1.10. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 12 (twelve) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

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

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

2.9 Amendment of RFP

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

2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.10 Language

2.10.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and

printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.11 Format and signing of Bids

2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.11.2 The Bidder shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". The Bidder shall also provide 2(two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.11.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.12 Sealing and Marking of Applications/ Bids

2.12.1 The Bidder shall submit the Bid in the format specified at Appendix 1 to 13 and Appendix 15 to 16 and seal it in an envelope and mark the envelope as

“Bid for selection of Agency for Road Safety Project in the State of Gujarat.”

2.12.2 The bid shall comprise a single package containing one envelope. The envelope shall contain the technical proposal along with the supporting documents and checklist in the format specified in Appendix 15.

2.12.3 The envelopes shall be marked as “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;

2.12.4 The Technical Proposal

The Technical Proposal shall contain the following:

- 1) Covering Letter as per the format specified in Appendix 1.
- 2) Details of Bidder as per the format specified in Appendix 2.
- 3) Format for Bank Guarantee for Bid Security as per the format specified in Appendix 3.
- 4) Format for Power of Attorney for signing the proposal as per the format specified in Appendix 4.
- 5) Format of Project Undertaking as per the format specified in Appendix 5.
- 6) Format of Letter of Commitment as per the format specified in Appendix 6.
- 7) Anti-Collusion Certificate as per the format specified in Appendix 7.
- 8) Information about Bidder (Technical Evaluation) as per the format specified in Appendix 8.
- 9) Technical Capacity of the Bidder - Format for Information Submission (Technical Evaluation) as per the format specified in Appendix 9.
- 10) Technical Capacity of the Bidder - Format for Financial Strength about Bidder (Technical Evaluation) as per the format specified in Appendix 10.
- 11) Format for Marking of Technical Evaluation (Financial Strength + Project Experience) as per the format specified in Appendix 11.
- 12) Statement of Legal Capacity as per the format specified in Appendix 12.

- 13) Detailed Business Plan as per the format specified in Appendix 13.
- 14) Checklist for Proposal Submission as per the format specified in Appendix 15.
- 15) A copy of the Agreement with each page as specified in Appendix 16 initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (5) hereinabove.
- 16) Bid document fees in form of demand draft (non-refundable) in favour of Commissioner of Transport, payable at Gandhinagar.
- 17) RFP document and all other documents incidental thereto, including minutes of the pre-bid meeting, corrigendum, etc. duly signed and stamped on each page.

2.12.5 The Financial Proposal

The Financial Proposal to be submitted online shall contain the following:

- 1) Format for Financial Proposal (Financial Evaluation) as per the format specified in Appendix 14.

2.12.6 The financial proposal shall be submitted online as specified in Clause 2.12.4 above.

2.12.7 The envelope shall be addressed to:

ATTN. OF: Mr. KAMAL DAYANI
DESIGNATION: Commissioner of Transport
ADDRESS: Commissioner of Transport (CoT),
Department of Ports and Transport, Government of Gujarat,
Dr. Jivraj Mehta Bhavan,
Block No. 6, 2nd Floor, Gandhinagar – 382010, Gujarat
PHONE NO: +91-79-232 51 363, 232 51 370
FAX NO: +91-79-232 51 362
E-MAIL ID: cotjdt@gmail.com, cotguj@yahoo.in

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

2.12.9 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13 Bid Due Date

2.13.1 Bids should be submitted before 15:00 hours IST on the Bid Due Date specified in clause 1.10 at the address provided in Clause 2.12.7 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.12.7.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14 Late Bids

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

2.15 Modifications/ Substitutions/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection

or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

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

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

2.19.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.3.11 and 2.3.12 hereinabove in the form of a bank guarantee issued by a

nationalised bank, or a Scheduled Bank in India, in favour of the Authority in the format at Appendix-3 (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 90 (ninety) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at [Gandhinagar] (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4 Save and except as provided in Clauses 1.9.4 and 1.9.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the

amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Agreement; or
- e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.21 Penalty

A. Project Initialization:

If project is not started within 30 days from issuing of Letter of Award / work order, a penalty of Rs. 5000/- (Rupees Five Thousand Only) per week per district will be charged.

B. Service Standards:

If project programme is not undertaken then authority may impose a penalty of Rs.1000 per day per district. However penalty under this clause shall not be imposed if fault has caused by any other reason then for which agency is responsible.

2.22 Termination of Services

1. If the project is not started within 60 days from issuing of Letter of Award/ work order.
2. Non adherence to the service standards by not providing required manpower and not following programme schedule for continuous period of 15 days.

In case of repeated failure in above situation a show cause notice will be given by authority to the bidder. Bidder has to give reasons for non-adherence to the stipulated standards. If the authority finds the reasons given are not justifiable bidder services will be terminated and performance security will be forfeited.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 17.00 hours on the date specified in RFP document for opening of technical bid, at the place specified in Clause 2.12.7 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Test of Responsiveness

- 3.2.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:
- a) it is received as per format at Appendix 1;
 - b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
 - c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.11 and 2.12;
 - d) it is accompanied by the Bid Security as specified in Clause 2.3.11;
 - e) it is accompanied by the Power of Attorney as specified in Clause 2.3.13,
 - f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;
 - h) it contains an attested copy of the receipt for payment of Rs. 5000/- (Rupees five thousand only) to Authority towards the cost of the RFP document;
 - i) it does not contain any condition or qualification; and
 - j) it is not non-responsive in terms hereof.

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

3.3 Evaluation Parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause[s] 2.2.1(A) above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

A committee formed under the Transport Department will evaluate the proposals submitted by the bidding agencies for detailed scrutiny. The proposal meeting the eligibility criteria will be evaluated as per the parameters given below:

Sl. No	Particulars
1	Financial Strength Eligibility Criteria
2	Technical Eligibility Criteria
3	Content Development Capability
4	Presentation on the Approach and Methodology of work

3.3.2 The Bidder's competence and capability is proposed to be established by the following parameters:

- i. Technical Evaluation**
- ii. Financial Evaluation**

3.3.3 Technical Evaluation

- a) The objective of the technical evaluation shall be to assess the technical competence of the agency in providing services for implementing the Road Safety Project in the State of Gujarat;
- b) The Technical evaluation of the Bidder shall be evaluated of the basis on following criteria:

I. Financial Strength of Bidder (s)

- a) The Application must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Application is made.
- b) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- c) The Bidder must establish the minimum turnover and Net Worth specified in Clause 2.2.1 (A), and provide details as per format at Appendix-10. C.A. Certificate indicating the turnover and Net worth for last 3 years ending as on 31st March 2015 should be provided.
- d) The Marking of Financial Strength of Bidder shall be done as per the criteria laid down in Appendix 11.

II. Technical Strength of Bidder (s)

- a) Subject to the provisions of Clause 2.2.1 (B), the Bidder must submit eligible experience (**the “Eligible Experience”**) in relation to eligible projects as stipulated in Clauses 2.2.1 (B) (**the “Eligible Projects”**);
- b) The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Application Due Date.
- c) The Bidders must provide the necessary information relating to Technical Capacity as per format at Appendix-9 and Appendix- 10.
- d) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix-9 and Appendix-10.

- e) The Marking for Technical Experience of Bidder shall be done as per the criteria laid down in Annexure 11.

3.3.4 Technically Qualified Bidders

- a) The credentials of eligible Bidders shall be measured in terms of their Technical Experience Score.
- b) The sum total of the Financial Strength and Project Experience of the Bidder shall be the “**Technical Experience Score**” of that particular Bidder.
- c) Based on the Financial Strength and Project Experience factors, each bidder would be assigned a Technical Experience Score out of 100. Based on their ranking in Technical Experience Score, the Bidder who score 60 marks or more in the technical evaluation would be referred to as “**Technically Qualified Bidders**” and shall be eligible for Financial Evaluation. The technical scores would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro – rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation as per below mentioned formula:

$$T_n = T_b / T_{max} * 100 \% \text{ (rounded off to 2 decimal places)}$$

Where,

T_n = Normalized technical score for the bidder under consideration

T_b = Absolute technical quote for the bidder under consideration

T_{max} = Maximum absolute technical quote

3.3.5 Financial Evaluation

- a) The financial bid of only those bidders shall be opened who have secured 60 marks or more Technical Experience Score in the Technical Evaluation.
- b) The financial bid determined to be substantially responsive will be checked by the Authority for any arithmetic errors. The Authority on the following basis will rectify arithmetical errors: if there is a

discrepancy between the amounts in figures and in words, the lower of the two will prevail.

- c) The amount stated in the Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 2.20.7.
- d) The price quoted for “Implementation cost for 11 TEAM districts and 15 Non- TEAM districts” in Financial Bid format as specified in Appendix 14 shall only be considered for financial evaluation.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro – rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation as per below mentioned formula

$$F_n = F_{\min}/F_b * 100 \% \text{ (rounded off to 2 decimal places)}$$

Where,

F_n = Normalized commercial score for the bidder under consideration

F_b = Absolute financial quote for the bidder under consideration

F_{\min} = Minimum absolute financial quote

3.4 Clarifications

3.4.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.4.2 If a Bidder does not provide clarifications sought under Clause 3.4.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the

best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.5 Confidentiality

3.5.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

3.6 Selection of Bidder

3.6.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the total lowest as per composite score method shall be declared as the selected Bidder (**the “Selected Bidder”**).

$$\text{Composite Score (S)} = T_n * 0.7 + F_n * 0.3$$

In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.6.2 In the event that two or more Bidders quote the same amount of total price (**the “Tie Bidders”**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 3.6.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (**the “first round of bidding”**), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (**the “second round of bidding”**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.6.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (**the “third round of bidding”**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.6.5 In the event of more than one Bidder getting the same overall technical plus financial score, as the case may be, The Authority shall break the tie by way of draw between such Bidders. The Bidder who wins the draw among the Bidders who have quoted the same figures shall be selected as Successful Bidder.
- 3.6.6 The Authority reserves the right to reject any Proposal if:
- i. At any time, a material misrepresentation is made or uncovered, or

- ii. The Bidder does not respond promptly and thoroughly to requests for supplementary information required for evaluation of the Proposal.
- iii. The Proposal deviates from the commercial parameters of RFP Document.

3.7 Notification of Award

3.7.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.7.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the agreement within the period prescribed in Clause 1.8 The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

The following will be the sequence of activities after issue of Letter of Acceptance/ Letter of Acceptance.

- Payment of Performance Security by the successful bidder within seven (7) days from the date of issue of Letter of Award/Letter of Acceptance.
- Signing of agreement in the specified format of CoT with variation, if any, within eighteen (18) days from the date of issuance of Letter of Award/Letter of Acceptance.

3.8 Proprietary data

3.8.1 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission

of their Application. The Authority will not return any Application or any information provided along therewith.

3.9 Contacts during Evaluation

3.9.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

5 PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

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

7 DETAILED BUSINESS PLAN

Bidders are required to submit their Detailed Business Plan for the Development of the Project as per format specified in Appendix 13 of this document. The Detailed Business Plan shall be provided by the bidders in Envelope A.

Bidders are advised that their business plan should be complete in a manner that highlights their technical competence and appreciation of the Project. To ensure consistency in the evaluation of data and information forming part of technical proposal, the Bidders are advised to submit their detailed business plan which can highlight the following details:

- a) Design of training material for teachers and students by using various audio, visual and printed media.
- b) Working out methodology for transfer of training material in an easiest way for training of teachers, and for education / awareness of students
- c) Details about how the Bidder proposes to ensure good quality training and timely completion (project milestones) including perceived bottlenecks and how the Bidder proposes to manage and mitigate the same
- d) Details about key personnel and overall manpower procurement approach at district level for TEAM and Non-TEAM Districts.
- e) Detailed district wise and month wise route map for visits of schools, colleges and public places with milestones of completion date.
- f) To develop reporting mechanism for each district in co-ordination with district committee and CoT, which include
 - Monthly report of each district.
 - Annual report with review.
 - Project completion report
- g) Carryout improvement in training & education programme through feedback and evaluation forms

The Detailed Business Plan submitted by Successful Bidder shall be approved by the Authority. The successful bidder shall operate the Project as per the Detailed Business Plan approved by the Authority and cannot be changed thereafter without prior approval of Authority.

Appendix 1
Format for Letter comprising the Bid

[On the Letter head of the Bidder]

Date:

To

**The Commissioner,
Commissioner of Transport,**

2nd Floor, Block No. 6,

Dr. Jivraj Mehta Bhavan, Gandhinagar – 382010, Gujarat, India

Ref: Bid for selection of Agency for Road Safety Project in the State of Gujarat

Dear Sir,

With reference to your RFP document dated 22/12/2015, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

- 1) The Bid is unconditional and unqualified.
- 2) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 3) This statement is made for the express purpose of our selection as Bidder for the implementation of the aforesaid Project.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6) I/ We certify that in the last three years, we/ any of the our have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority

nor have had any contract terminated by any public authority for breach on our part.

- 7) I/ We declare that:
- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.3.17 and 2.3.18 of the RFP document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
- 9) I/ We believe that we satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.

- 10) I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 14) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 15) The Statement of Legal Capacity as per format provided at Appendix-12 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application as per format provided at Appendix-4
- 16) I/ We acknowledge and undertake that if selected, we along with its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the bidder; and (ii) 5% (five per cent) of the Total Project Cost specified in the Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of Change in Ownership.
- 17) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was

taken into consideration for the purposes of qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our company or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

- 18) I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or a Public Trust / NGO registered under Societies Act or Firm shall incorporate as such prior to execution of the Agreement.
- 19) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 20) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 21) I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of agreement.

- 22) I/ We certify that in terms of the RFP, my/our Net worth is Rs..... (Rupees in words).
- 23) I/ We offer a Bid Security of Rs._____ (Rupees in words _____ only) to the Authority in accordance with the RFP Document.
- 24) The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 25) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 26) The price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 27) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 28) I/We agree and undertake to be jointly and severally liable for all the obligations of the Bidder under the Agreement till occurrence of Financial Close in accordance with the Agreement. }
- 29) I/ We shall keep this offer valid for 180 (one hundred eighty) days from the Bid Due Date specified in the RFP document.

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

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorised Signatory)

Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix 2
Details of Bidder(s)

1. General Detail
 - a) Name
 - b) Country of incorporation/registration (documentary proof of registration)
 - c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - d) Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of individual/s who will serve as the point of contact / communication for the Authority:
 - a) Name :
 - b) Designation :
 - c) Company :
 - d) Address :
 - e) Telephone Number :
 - f) E-Mail Address :
 - g) Fax Number :
 - h) Mobile Number :
4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name :
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
 - h) Mobile Number:
5. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Appendix 3

Format for Bank Guarantee for Bid Security

(Refer Clauses 2.3.11 and 2.20.1)

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to be in the name of the executing Bank

To:

Commissioner of Transport

Office of Commissioner of Transport

Block No.6, 2nd floor

Dr. Jivraj Mehta Bhawan

Government of Gujarat

Gandhinagar 382010, Gujarat

In consideration of the Office of Commissioner of Transport, Government of Gujarat, located at Block No.6, 2nd floor, Dr. Jivraj Mehta Bhawan, Government of Gujarat, Gandhinagar- 382010 (hereinafter called the "Authority" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the Authority, which has been unequivocally accepted by the Vendor (refer NOTE below) work of _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Bank, in lieu of the security deposit to be made by the Vendor or in lieu of the deduction to be made from the Vendor's bill, for the due fulfillment by the said Vendor of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the Authority from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the Authority by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the Authority shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.

- 1) We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance

of the said contract and till all the dues of the Authority under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the Authority shall have no claim under the Guarantee after 366 (Three Hundred Sixty Six) days from the date of expiry of the contract period.

- 2) The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
- 3) It shall not be necessary for the Authority to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Authority may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
- 4) We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. ____ on whose behalf this guarantee is issued.

For and on behalf of (the bank)

Signature _____

Name & Designation _____

Authorisation No.

Date and Place

Bank Seal

The above guarantee is accepted by the Authority.

Appendix 4

Format for General Power of Attorney for signing of Bid

(Refer Clause 2.3.13)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife ofand presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed or being developed by the ***** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For.....

(Signature, name, designation and address)

Witnesses:

Notarised

- 1.
- 2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Appendix 5

Format of Project Undertaking

[To be submitted on the letter heads of the bidders separately]

Date: -----

To,

**The Commissioner,
Commissioner of Transport,
2nd Floor, Block No. 6,
Dr. Jivraj Mehta Bhavan,
Gandhinagar – 382010, Gujarat, India**

Ref: Bid for selection of Agency for Road Safety Project in the State of Gujarat

Dear Sir,

We have read and understood the RFP Document in respect of the captioned project provided to us by the Commissioner, Commissioner of Transport (CoT).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- (b) We are not barred by the Government of India or the Government of Gujarat or their Departments or Agencies from participating in projects.

Dated this _____ Day of _____, .

Name of the Bidder

Signature of the Authorized Person

Company/ Trust/ NGO/ Firm seal & stamp

Appendix 6
Format of Letter of Commitment

(The Letter of Commitment is to be submitted by each Promoter(s) and/or Affiliate(s) and/or Subsidiary of the Bidding Company whose strength have to be credited for)

Date:

Place:

To,

The Commissioner,

Commissioner of Transport,

2nd Floor, Block No. 6,

Dr. Jivraj Mehta Bhavan,

Gandhinagar – 382010, Gujarat, India

Sub: Bid for selection of Agency for Road Safety Project in the State of Gujarat

Dear Sir,

This has reference to the Proposal being submitted by in respect of selection of the bidder for Road Safety Project in response to the Request for Proposal (“RFP”) Document issued by Commissioner of Transport (CoT) dated....

We hereby confirm the following:

1. We (name of the Promoter/Affiliate/Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - a. The RFP Document issued by CoT;
 - b. All subsequent communication between CoT and the Bidder, represented by the Bidding Company .
 - c. The Detailed Proposal being submitted by the Bidding Company.

2. We agree to abide by the terms and conditions of the RFP Document and the Detailed Proposal being submitted by the Bidding Company/ Trust/ NGO/ Firm / Lead Member in respect of the Project.

We also reaffirm that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Bidding Company is the authorized representative and signatory in respect of all matters concerning our Detailed Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Trust/ NGO/ Firm/ Lead Member and the Company Seal)

Signature: (Authorised Representative & Signatory)

Name of the Person:

Appendix 7

Anti-Collusion Certificate

(To be submitted on letterhead of the Bidder)

ANTI-COLLUSION CERTIFICATE

1. We certify that this Bid is made in good faith, and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work

(i) a) communicate to any person (outside this company, its professional and financial advisers, proposed financing banks and their professional and financial advisers) other than the CoT or person duly authorized by it in that behalf the amount or approximate amount of the Bid or proposed Bid, except where the disclosure, in confidence, of the approximate amount of the Bid was necessary to obtain insurance premium quotations required for the preparation of the Bid;

(b) enter into any agreement or arrangement with any person (outside this company) that they shall refrain from bidding, that they shall withdraw any Bid once offered or vary the amount of any Bid to be submitted;

(ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the work, any act or thing of the sort described at (i) (a) or (b) above.

2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Bid and any contract entered into with such

sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the work” means the work in relation to which this Bid is made.

Dated this Day of 20...

.....

Name of the Bidder

.....

Signature of the Authorised Representative & Signatory

.....

Name of the Authorised Representative & Signatory

.....

Date of Receipt of RFP document

Appendix 8
Information about Bidder (Technical Evaluation)

Brief Introduction	
Name of Bidding Company/ Public Trust/ NGO/ Firm Head office Address Tel: Fax:	
Main Business	
In own country	
Internationally	
In India	
Date of Incorporation	(In own country)
Organisation structure	(In own country)
Management	
Chairman of Board	
Chief Executive Officer	
Chief Operation Officer	
Details of Manpower	
No. of Employees (Permanent)	As per the format given below
No. of Employees (on contract)	As per the format given below

List of Employees engaged by Agency (Permanent/ On Contract)

Sr. No.	Name of Employee	Age	Qualification	Experience	Area of Expertise

Appendix 9

**Technical Capacity of the Bidder - Format for Information Submission
(Technical Evaluation)***

(Refer to Clauses 2.2, and 3.3 of the RFP)

Name of Project Completed	Project Duration	Project Cost (in Rs. Lakhs)***

*** Cost above Rs. 50.00 Lacs, completed in last three years.

Appendix 10

Technical Capacity of the Bidder - Format for Financial Strength about Bidder

(Technical Evaluation)

(Refer to Clauses 2.2.1 (A), 2.3.19 and 3.3 of the RFP Document)*

C.A. Certificate to be provided for the Turnover and Net Worth for last 3 years

(Rs. In crores)

Particulars	2012-13	2013-14	2014-15	Total
Turnover				
Net Worth				

Name & address of Bidder's Bankers:

* Note:

For conversion of other currencies into rupees, see note below Appendix 10.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
 - a) Reflect the financial situation of the Bidder
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.

5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor's/ Chartered Accountant Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

Appendix 11
Format for Marking of Technical Evaluation
(Financial Strength + Project Experience)

Sl. No	Particulars
	FINANCIAL STRENGTH (Score 30)
1	Minimum Average Business Turn over (T) of Rs.3 crores for three consecutive financial years ending on 31st March 2015
2	Minimum Average Business Net Worth (N) of Rs.1.5 crores for three consecutive years ending on 31 st March 2015
3	Having completed Program (P) in training in the field of road safety / education worth (in Rs. Lacs) in last three years (Completion certificate to be attached for verification)
	TECHNICAL STRENGTH (Score 50)
1	Existing Infrastructure (I) set up in Gujarat (Self certified list of infrastructure alongwith invoices of equipments)
2	Relevant Experience (RE) in the field of School Education in Gujarat (Preferably Road Safety Training)
3	Having Number of “Trainers” in organization for a job period of more than 2 years- CV of same need to be attached
4	Having completed Program (P) in training/ education/ awareness program on social causes (in Nos.) in last three years (Specifically Road Safety Training) (Experience Certificates/ letters or any award from State or Central Government should be attached)
5	Quality Certification like ISO 9001- 2000 or Recommendation letters or any award from State or Central Government
	CONTENT DEVELOPMENT (Score 10)
1	Capability in making tech and non-tech content (C) (of more than 3 hours each) related to Pedagogy showing proof of various training programs
2	Animation Films
3	Simulation Techniques/ Group Discussions
4	Questionnaire/ Quiz
5	Training literature/ Comic Books
6	Drill exercise/ Role Play Contents/ Street Plays
7	Content for Website/ Social Media on road safety
8	Content for audio visual & print media as per the requirement
	PRESENTATION & UNDERSTANDING (Score 10)
1	The bidder needs to submit a Descriptive note detailing the educational activities undertaken by the organization during last 3 years and their understanding about this project with 15 minutes presentation (maximum 2 pages and 3 photographs).

Signature of the Bidder

Appendix 12

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,
The Commissioner,
Commissioner of Transport,
2nd Floor, Block No. 6,
Dr. Jivraj Mehta Bhavan,
Gandhinagar – 382010, Gujarat, India

Sub: Bid for selection of Agency for Road Safety Project in the State of Gujarat

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert member's name) will act as the Member of our company.*

We have agreed that (Insert individual's name) will act as our representative/ will act as the representative on bidder's behalf* and has been duly authorized to submit the RFP document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,
Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Appendix 13
Details of Business Plan

Bidders are required to submit their detailed business plan so that authority can analyze bidder's understanding about project covering following aspects.

- Plan for designing of training material and methodology.
- Manpower deployment for project and their training.
- Methodology of district level of training programmes.
- Format for reporting mechanism on monthly and annual basis.
- Format for programme feedback and evaluation forms.
- Any other relevant aspects for business plan.

Appendix 14
Financial Proposal

RFP Notice No.:

To:
Commissioner of Transport
Office of Commissioner of Transport
Block No.6, 2nd floor
Dr. Jivraj Mehta Bhawan
Government of Gujarat
Gandhinagar 382010, Gujarat

Sub: Submission of Price offer for RFP for “Selection of Agency for Road Safety Project in the State of Gujarat”

Dear Sir:

I/ We hereby offer best price to the Commissioner of Transport for “Selection of Agency for Road Safety Project in the State of Gujarat” as per the Terms of Reference given in this RFP Document. The rates are quoted in the prescribed format given below:

Table 1
Price Offer for Road Safety Project

Activity	Cost (Rs) / District or unit	No. of Districts	Total Cost (Rs. Lacs)
Training and Implementation Cost for 11 TEAM districts [A]		11	
Training and Implementation Cost for 15 Non- TEAM districts [B]		15	
Cost of 2 persons to be deputed in CoT office under Road Safety Project[C]		1	
Cost of Content Development [D]	---	---	10.00
Total (A+B+C+D)			

Note:

1. Taxes are extra as applicable at the time of invoicing
2. For evaluation purpose Total cost of Road Safety Project will be considered
3. Total Price quoted (A+B+C+D) is the total cost for the project for TEAM and Non-TEAM districts as also Manpower cost in CoT office and is inclusive of all other costs required to implement the project

“F_b” will be used for commercial bid evaluation

Signature of the Bidder with Seal

Instructions:

- i.) The agency shall offer their best price for implementation of TEAM and Non- TEAM project in various districts of Gujarat as specified in the scope of work of this document as per the format given at **Annexure-5**.
- ii.) The price quoted will be excluding the taxes.
- iii.) The price offer has to be submitted online only. Any mention of price offer in the physical form of RFP will be liable for rejection of entire RFP.
- iv.) Agency shall confirm strict compliance with the following stipulation in respect of their offer.
 - a) Any effort by Agency or Agency's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the RFP or decision concerning selection shall entail rejection of the RFP.
 - b) RFP should be submitted directly by the Agency.
 - c) Price offer of only qualified agency as per eligibility criteria shall be opened.
- v.) Authority reserves the right to seek clarification/ justification from the agency on the price offer in case Authority deems it necessary. Based on the justification provided by the agency, if Authority feels that the price offer is unrealistic/ unfeasible in order to execute a project of this nature, Authority reserves the right to reject the said price offer. The agency shall be governed by the decision of Authority.
- vi.) The bidder has to cite
 - o The total project cost with break up
 - o The bidder needs to furnish the total project cost for 11 districts and along with the above quotation; the bidders are also required to furnish the cost for 15 other Non- TEAM Districts in the same manner. The bidder should also note, the Department may decide to add up another additional district depending on the requirement and necessity of the project. And the price for the additional districts would be considered as per the quote per district already submitted by the bidder.
- vii.) The agency shall submit their proposals in a sealed envelope in the CoT address, failing which the same will be rejected.

Appendix 15

Checklist for Proposal

Bidders) are requested to organize their Proposals as per the following checklist:

Envelope A	Tick
1) Covering Letter as per the format specified in Appendix 1.	
2) Details of Bidder as per the format specified in Appendix 2	
3) Format for Bank Guarantee for Bid Security as per the format specified in Appendix 3.	
4) Format for Power of Attorney for signing the proposal as per the format specified in Appendix 4.	
5) Format of Project Undertaking as per the format specified in Appendix 5.	
6) Format of Letter of Commitment as per the format specified in Appendix 6.	
7) Anti-Collusion Certificate as per the format specified in Appendix 7.	
8) Information, about Bidder (Technical Evaluation) as per the format specified in Appendix 8.	
9) Technical Capacity of the Bidder - Format for Information Submission (Technical Evaluation) as per the format specified in Appendix 9.	
10) Technical Capacity of the Bidder - Format for Financial Strength about Bidder as per the format specified in Appendix 10.	
11) Format for Marking of Technical Evaluation (Financial Strength + Project Experience) as per the format specified in Appendix 11.	
12) Statement of Legal Capacity as per the format specified in Appendix 11.	
13) Detailed Business Plan as per the format specified in Appendix 13.	
14) Format for Financial Proposal (Financial Evaluation) as per the format specified in Appendix 14.	
15) Draft Agreement as specified in Appendix 16.	
16) Bid document fees inform of demand draft (non-refundable) in favour of ***, payable at ***.	
17) RFP document and all other documents incidental thereto, including minutes of the pre-bid meeting, corrigendum, etc. duly signed and stamped on each page.	

Appendix 16
Draft Agreement

Appendix 17

Obligations for the Agency for Employees for Road Safety Project

1. Contractor will use trained and appropriately skilled personnel which he supplies. The Contractor shall issue uniform & ID Cards to his employees. The Contractor shall be liable for all the activities of the personnel supplied by him. They will be qualified to keep the project properly functional and they will use all reasonable care to maintain the TEAM and Non-TEAM districts in efficient, reliable and operating condition.
2. The employees of the Contractor shall be the responsibility of the Contractor. CoT in no way shall be responsible for the same. The contractor will submit the list of his employees to the CoT office. In case of new appointment/ termination/ transfer, etc., agency will inform Officer in-charge and CoT in Writing within 02 days.
3. The Contractor shall ensure data security related to all the information/database generated during the operation of the TEAM and Non-TEAM districts for project.
4. If any new TEAM/ Non- TEAM district comes up during the contract period then it will be the responsibility of the Contractor to maintain and deploy suitable manpower and set up there, in co-ordination with the CoT Office.
5. It shall be the responsibility of the Contractor to abide by the provisions of the labor welfare legislations, like The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, The Employees' State Insurance Act, 1948, Contract Labor Act, 1970, The Workmen's Compensation Act, 1923 and others similar legislations, rules, and orders as issued from time to time.
6. The Contractor shall be responsible for the storage of all data in external medium preferably DVD/HDD. A copy of video/data files should be given to the concerned ARTOs/ RTOs in DVD on weekly basis whereas the complete data/ video files should be transferred/ stored into server at CoT office, Gandhinagar.
7. The Contractor shall submit the proof of monthly payment to CoT e.g., RTGS, NEFT, Bank statement, etc. to his employees.

8. Contractor shall not employ old data entry operators/supervisors
9. The Agency shall at their cost install, maintain and use for all the employees operating in TEAM/ Non-TEAM districts, a suitable device to ensure that the requisite number of persons are reporting for their duties on time and there is no impersonation. The agency shall be obliged to accept the ITES solution suggested by CoT for this purpose

Appendix 18

Manpower Requirement for Road Safety Project (Qualifications)

Sr. No.	Designation	Deputation	Qualifications
1	State Program Manager	CoT office	<ul style="list-style-type: none"> Any Post graduate degree (Preferably in Business Management) having 5 years of experience in co-ordination, liasoning, database management, etc. He should have knowledge of Road Safety and Gujarati language (Speaking, Reading and writing) He must be computer efficient. (Typing, MS office, powerpoint, excel, etc.)
2	State Program Executive	CoT office	<ul style="list-style-type: none"> Any graduate degree having 3 years of experience in co-ordination, liasoning, etc. He should have knowledge of Road Safety and Gujarati language (Speaking, Reading and writing) He must be computer efficient. (Typing, MS office, powerpoint, excel, etc.)
3	District Co-ordinator	District office	<ul style="list-style-type: none"> The District Co-ordinator must be a person having knowledge of Road Safety and Gujarati language (Speaking, Reading and writing) Any graduate degree having 3 years of experience in co-ordination, liasoning, etc. He must be computer efficient. (Typing, MS office, powerpoint, excel, etc.)
4	Project Executives	District office	<ul style="list-style-type: none"> Any graduate having complete knowledge of Road Safety training and Gujarati language (Speaking, Reading and writing) He must have 3-5 years of experience in Road Safety He must be computer efficient. (Typing, MS office, powerpoint, excel, etc.)
5	Trainer/ Co-ordinator	Agency office	<ul style="list-style-type: none"> Any graduate having complete knowledge of Road Safety training and Gujarati language (Speaking, Reading and writing) He must have 3-5 years of experience in Road Safety training He must be computer efficient
6	Driver cum Assistant	Agency office	<ul style="list-style-type: none"> Experience in driving LMV and other transport vehicle having valid driving license of LMV & transport Having atleast 3 years of experience in such driving Having knowledge of handling instruments and can work as helper to the trainer

Signature of the Bidder with Seal