

TENDER DOCUMENT

FOR

SELECTION OF VENDORS FOR

ESTABLISHMENT & OPERATION OF

SIX (6) AUTOMATED TESTING STATIONS (ATS)

IN PUNJAB

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DISCLAIMER

1.1 Purpose of Document

This Tender Document is released by the Transport Department of Punjab to select qualified bidders for establishing and operating six Automated Testing Stations (ATS) across Punjab, offering various services ("Works/ATS").

1.2 Scope of Work

The winning bidder shall operate the ATS for ten years, handling equipment maintenance, staffing, and in-use vehicle tests as per the Central Motor Vehicle Rules (CMVR) and other applicable regulations.

1.3 Bidding Options

Bidders have the option to propose the establishment of an ATS at up to three of the six designated locations

1.4 Limitation of Liability

This document serves solely to guide prospective bidders ("Bidders") in submitting their bids ("Bids"). The Transport Department holds no liability related to this Tender Document or the selection procedure.

1.5 Legal Compliance

Use or possession of this document in violation of any applicable laws is strictly forbidden. All Bidders must adhere to relevant legal requirements.

1.6 No Assurances

The data in this document has not been independently verified. The Transport Department will not bear any costs arising from Bid preparation or submission.

1.7 Amendments

The Department reserves the right to modify this document at any stage, with notifications being posted on the official website.

1.8 No Guarantees

Receipt of this Tender Document does not guarantee selection or imply any commitment from the Transport Department, which retains the right to terminate, negotiate, or modify the bidding process.

1.9 Authorized Information

Only Department-authorized personnel can provide additional information or representations beyond this document's content.

1.10 Prohibition of Canvassing

Any form of canvassing by Bidders is prohibited and will lead to disqualification.

1.11 Acceptance of Terms

By submitting a Bid, the applicant acknowledges full understanding and acceptance of the terms laid out in this Tender Document and any future addenda.

1.12 Letter of Undertaking

Bidders must sign and upload a scanned copy of a Letter of Undertaking, failure to comply with which may result in disqualification.

1.13 Summary Limitation

Summaries within this document are indicative and do not supersede the actual contracts or agreements.

1.14 No Responsibility

The Transport Department disclaims responsibility for the legal or contractual validity of any part of the Works.

1.15 Contract Precedence

This Tender Document will not form the basis of any final contract; the terms of the executed contract will govern the engagement.

1.16 Acknowledgment

By accepting this Tender Document, the recipient is deemed to have agreed to the terms of this Disclaimer, thereby superseding any prior agreements or understandings related to this subject.

2. INTRODUCTION

- 2.1 The Non-Commercial Wing of Transport Department, Punjab (hereinafter referred to as “Transport Department”) functions under the provisions of section 213 of Motor Vehicles Act, 1988. The Transport Department is primarily established for enforcement of the provisions of Motor Vehicles Act, 1988, Punjab Motor Vehicles Taxation Act, 1924 (Amended 1993) and the rules framed under these two acts from time to time.
- 2.2 The State is divided into 4 regions. One Regional Transport Authority is constituted for each of the 4 regions under section 68 of the Motor Vehicles Act, 1988 with State Transport Commissioner, as single-man, Regional Transport Authority. The number of RTA’s has been increased from 4 to 11 after implementation of new transport policy as per restructuring process of Transport Department, Punjab. These Regional Transport Authorities exercise and discharge the powers and functions conferred on them under the provisions of Motor Vehicles Act and Rules made there under, which mainly relate to control of transport by way of grant of permits. They are mainly involved in conducting driving tests, issuing driving licensing, conducting inspection of transport vehicles and issuing fitness certificates.
- 2.3 It is essential to ensure that the in-use vehicles, which are on road, meet the safety and emission requirements for safe and environmental friendly situation. With the increase in vehicle population, the Automated Testing Stations (ATS) program is an effective tool to improve and ensure the condition of the in-use vehicle fleet.
- 2.4 In this regard Transport Department, Government of Punjab declared its intention to set up 6 Automated Testing Stations/Works at Amritsar, Sangrur, Ludhiana, Faridkot, Rupnagar and Bathinda Cluster.
- 2.5 Sealed tenders are invited by the Transport Department, Government of Punjab, for setting up 6 Automated Testing Stations at Amritsar, Sangrur, Ludhiana, Faridkot, Rupnagar and Bathinda Cluster on PPP basis under Build, Own, Operate (BOO) model from the bidders meeting the pre-qualification criteria mentioned in the Tender. For eligibility refer the relevant clause of the tender document.

- 2.6 The interested bidders have to provide sufficient land as prescribed in the relevant clause of the tender and establish the ATS Centres on their own, operate and maintain the same as per terms and conditions set out by the Transport Department, Government of Punjab. The land being made available by the bidder can be either owned by the bidder (or member of the consortium) or acquired through a lease arrangement.
- 2.7 The Bidders shall quote the Share of per testing Fee (in percentage). The lowest Share of per testing Fee (in percentage) quoted per inspection by the bidder will be qualified as financial L-1.

3 GENERAL CONDITIONS

3.1 Rights of Transport Department of Punjab

3.1.1 Transport Department of Punjab reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with receipt of a Bid after the submission deadline and/or determination that bidder will be able to fulfill the requirements of the tender document based on the qualification criteria specified in the document.

3.1.2 Transport Department of Punjab reserves the right to accept or reject any bid or part thereof, and to annul the tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance / rejection, or to divide the Contract between / amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for Transport Department of Punjab's action. The Bidders shall not have any cause of action or claim against Transport Department of Punjab for rejection of their bids.

3.1.3 The decisions and/or the exercise of discretion by Transport Department of Punjab shall not be challenged by any Bidder and are final.

3.1.4 Any failure by Transport Department of Punjab to exercise any rights hereunder, pursuant hereto and/or in connection herewith shall not be a waiver of those or any other rights unless expressly stated as such in writing by Transport Department of Punjab.

3.2 Instructions to Bidders

3.2.1 The Bidder must ensure that they meet all the requirements spelt in “**Annexure I- Bidder Company's Requirements**”. The information of Bidder's organization shall be provided in “**Form A - Bidder's Organization, Company Profile**”.

3.2.2 The Bidders are expected to carefully examine all the contents of the Tender Document including instructions, conditions, terms, specifications, standards and drawings and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the Tender Document will be rejected. No communication in this regard will be made with such bidder.

3.2.3 While all efforts have been made to avoid errors in the drafting of the Tender Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the Tender Document shall be entertained.

- 3.2.4** Bidders should study the entire tender Documents carefully and thoroughly before quoting and get clarifications, if required, from Transport Department of Punjab.
- 3.2.5** The Bid prepared by the Bidder and all correspondence and documents relating to the tender exchanged between the Bidder and Transport Department shall be in the English language only.
- 3.2.6** Each page of the Bid documents should be stamped and signed by the authorized person or persons submitting the Bid in token of his/their having acquainted himself/themselves with the Tender Documents in entirety including all the Annexure and Forms. Any Bid not complying with the terms and conditions as set out in this Tender Document and / or not signed by authorized person may be rejected at the discretion of Transport Department of Punjab. All documents submitted are subject to verification with the originals and the originals of the uploaded documents shall be produced for verification upon intimation.
- 3.2.7** The Bid submitted shall be signed by the authorized signatory of the bidder, who has the necessary authority on behalf of the Firm to submit the Bid. In case of Consortium, the bid shall be signed by the authorized signatory of the Lead Bidder of the Consortium.
- 3.2.8** The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, means of access to the site, nature of the Works and all matters pertaining thereto.
- 3.2.9** The bidder shall fill the 'Form B - Contact details' issued with this Bidding document and upload the same along with the bidding documents and Transport Department of Punjab would use these details to communicate with the bidder regarding verification of Originals of the Documents submitted and for any other purpose.
- 3.2.10** The Bidders and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Bidder or any other entity in relation to the preparation or evaluation of Bids or otherwise in any aspect.
- 3.2.11** Bids are permitted as either (i) Single Entity Bids or (ii) Consortium comprising of maximum two members led by a Lead Bidder of the Consortium.
- 3.2.12** No Bidder or any of the Consortium members shall submit more than one Bid. Any Bidder applying individually as Single Bidder or a part of a group of Bidders applying as a Consortium shall not be entitled to submit another Bid either individually or as members of another Consortium, directly or indirectly. If a Bidder submits or participates in more than one Bid in this manner, such proposals shall be disqualified and rejected.
- 3.2.13** The role and responsibility of any member of Consortium must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the

qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the tenure of the Contract.

3.3 Earnest Money Deposit (EMD)

3.3.1 Rs. 5 Lakhs/ per location (Rupees Five Lakhs per location) shall be paid as the EMD amount by the bidder through e-payment gateway in the name of Punjab State Transport Society.

3.3.2 The Earnest Money Deposit of the unsuccessful Bidders will be returned by Transport Department of Punjab after acceptance of work by the successful bidders. No interest, whatsoever, will be payable by the Transport Department Punjab.

3.3.3 The Earnest Money Deposit of the successful Bidder will be returned upon acceptance by the successful Bidder and furnishing the Security Deposit for an amount Rs. 25 Lacs per ATS location in the form of bank guarantee from nationalized/ scheduled bank in favour of Punjab State Transport Society. No interest will be payable on EMD amount. The Transport Department of Punjab shall forfeit Earnest Money Deposit in case, such Bidder –

- a. In case it is found that the bidder has provided wrong or false information.
- b. Without the written consent of Transport Department of Punjab, has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- c. After opening of the financial bid, alters the operation tenure and/or conditions in the Bid.
- d. Upon selection as ‘successful bidder’ fails to execute the Contract with Transport Department Punjab within a period of 30 days from the date of issue of the Letter of Acceptance.
- e. Upon selection as ‘successful bidder’, fails to provide /furnish the Security Deposit an amount of Rs.25 Lacs per ATS location as bank guarantee to Transport Department of Punjab within stipulated period mentioned in the Letter of Acceptance.

3.4 Amendment to Tender Document

3.4.1 Addenda /Corrigenda to the Tender Document may be issued by Transport Department of Punjab prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document. All such addenda/corrigenda shall be notified only in the e-procurement portal.

- 3.4.2** In order to afford prospective Bidders reasonable time for preparing their tenders after taking into account such amendments, Transport Department of Punjab may, at its discretion, extend the deadline for submission of tenders.
- 3.4.3** In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

3.5 Validity of Bids

- 3.5.1** Bids shall be unconditional, firm and remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by Transport Department of Punjab as being non-responsive. If necessary, Transport Department of Punjab may request bidder to extend the validity of bids further for a period of 60 days.
- 3.5.2** If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 3.5.3** In case Transport Department of Punjab calls the Bidder for negotiations/ clarifications then this shall not amount to cancellation or withdrawal of original offer. Transport Department of Punjab reserves the right to finalize the technical evaluation by conducting such negotiations/ seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical evaluation.
- 3.5.4** Project completion period i.e. execution of work from date of award of contract till the date of commencement of operation will be 18 months. This period includes provision of land with availability of basic utilities at the site, civil construction as per the requirement, commissioning of equipment, system integration and commencement of operation of ATS.

3.6 Clarifications to Bidder's Queries

- 3.6.1** The Bidders are requested to raise their queries, if any, by email at stc.transportpunjab@punjab.gov.in up to the mentioned date & time. The responses will be uploaded on the website. The queries and responses thereto, would be uploaded without identifying the source of queries. Transport Department of Punjab reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring Transport Department of Punjab to respond to any question or to provide any clarification.

3.7 Non-Exclusivity

In the event of non-performance/abiding by the contractual obligations or irregularities in operations of the ATS, the right of the Successful Bidder to perform, execute and implement the Works or any part thereof pursuant to the Contract, is not exclusive and shall not prevent Transport Department of Punjab from granting a similar right to other parties.

3.8 Process to Be Confidential

- 3.8.1** Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 3.8.2** Any effort by a Bidder to influence Transport Department of Punjab or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.
- 3.8.3** As part of his Technical Bid, the Bidder shall be required to furnish an undertaking for confidentiality as “Form C - Letter of Undertaking”.

4 GOVERNING LAWS & JURISDICTION

- 4.1** The Bidder is prohibited from any form of collusion or arrangement by a Bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/ employee of Transport Department or to any other person in a position to influence the decision of Transport Department or any other person associated with the bidding process, for showing any favour in relation to this Bid or any other contract, shall render the Bidder to such liability / penalty as Transport Department may deem proper, including but not limited to rejection of the Bid and forfeiture of the Earnest Money Deposit.
- 4.2** Laws of the Republic of India are applicable to this Tender Document. The courts at Chandigarh shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
- 4.3** All documents and communication will be in English only. Any document which is submitted in any other language, other than English will be acceptable only if accompanied by self- certified English translated version. Transport Department will have the right to verify the same independently.
- 4.4 Litigation**
- 4.4.1** The disputes or differences, arising from this Invitation for bid document or in any manner connected therewith shall be subject to the exclusive jurisdiction of Courts at Chandigarh only.
- 4.5 Governing Law**
- 4.5.1** Indian laws, both substantive and procedural, shall govern.

5 SCOPE OF WORK

5.1 General

- 5.1.1** The scope of Work shall be as described under “**Annexure II - Scope of Works**”. Transport department of Punjab reserves all rights to revise the scope of work or specifications considered necessary in the bid process through Addendums/ Corrigendum well within the last date of submission of bids.
- 5.1.2** The successful Bidder shall perform, execute and implement the ‘Works’ strictly in accordance with details, specifications, standard engineering practices and instructions of or on behalf of Transport Department of Punjab, in accordance with the terms and conditions of the Contract for carrying out related works at the project site to ensure that the Works proceed smoothly without any delay and to the satisfaction of Transport Department of Punjab.
- 5.1.3** The bidder shall not make provision of any kind for store/shop etc., on his own or on rent or on lease to other persons for automobile parts/ accessories etc., in the premises of the ATS.
- 5.1.4** The “Works” shall be established/carried out strictly in compliance with the requirements of the Transport Department of Punjab.
- 5.1.5** Any subcontracting by the successful Bidder for performance, execution and implementation of the Works shall be with the prior approval from Transport Department of Punjab. Subcontracting conditions, responsibilities and terms shall be as per clause no. 4 of Annexure: VII: General condition of Contract. State Transport Authority shall retain the authority to allow the subletting of work at its discretion.
- 5.1.6** The successful Bidder should make his own arrangement to obtain all materials required for performing, executing and implementing the Works.

6 E-TENDERING PROCESS

- 6.1** Punjab Transport Department invites e-tenders for execution from the Bidders in the prescribed pro-forma for establishing, performing, executing and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. Brief description of Works/ATS and the timeline for tender is given in the table below.

Description of Works	<p>This Tender Document (“Tender Document”) is being issued by Transport Department of Punjab for the selection of successful bidders for Establishment of 6 Automated Testing Stations (ATS) in Punjab at specified locations.</p> <p>The successful bidders shall be responsible for provision of sufficient land, entire civil construction of testing shed, administrative building, Utilities, delivery, installation, testing and commissioning and operation of vehicle inspection equipment’s (as detailed at Annexure III) , integration of systems within the testing station and with VAHAN or any other software available with the Transport Department of Punjab, system checking, supply of special tools, and requisite software for smooth operation.</p> <p>The Bidder(s) shall be entirely responsible for providing basic amenities for site development. The Bidders shall be allowed to operate the center(s) for the period of 10 years by the Transport Department of Punjab with necessary manpower for carrying out in-use vehicle fitness tests, including all tests mentioned in Central Motor Vehicle Rule (CMVR) and prevalent state regulations as amended time to time for renewal of Fitness Certificate of vehicle along with Housekeeping, regular maintenance and Security of the center.</p> <p>Tests, as specified in “Annexure III-Equipment Details”, required by the Transport Department of Punjab for ensuring optimum safety and emission performance of in-use vehicle shall be performed. The purpose of the additional tests is to generate data to help development of further regulations for in-use vehicle inspection.</p>
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Earnest Money Deposit	Rs 5 Lakhs per location (Rupees Five Lakhs Only/location) shall be paid as the EMD amount. Rs 5 Lakhs per location to be submitted through the e-payment gateway in the name of Punjab State Transport Society
Availability of Tender Document	Tender Documents can be accessed on 03.11.2023 from the website <u>www.eproc.punjab.gov.in/nicgep/app</u> . The Bidders will have to pay the requisite Tender processing fee Rs.1000 and processing fees of Rs. 2360 (Non-Refundable) through e-payment modes in the name of Punjab State Transport Society as indicated in the e-procurement <u>www.eproc.punjab.gov.in/nicgep/app</u> .
Late Date for Submission of Queries (If any)	Up to 17.11.2023 through <u>Email: stc.transportpunjab@punjab.gov.in</u>
Pre-Bid Meeting to clarify the Queries submitted till.	On 21.11.2023 at <u>11:00 A.M</u> coordinated from the office of State Transport Commissioner, Punjab. Address: S.C.O. No.177-178, Sector-17 C, Chandigarh.
Submission of Bids (Refer appropriate clauses for details)	Up to <u>04:00 P.M.</u> on 30.11.2023 through e-procurement portal
Opening of Technical Bids	At 03:00 P.M. hrs. on 01.12.2023 at the office of State Transport Commissioner, Punjab.

6.2 Technical Bid Submission

6.2.1 The documents listed below shall be filled as per the formats provided, shall be duly signed by the authorized signatory and the same shall be scanned and uploaded under the respective links provided for each document under the sub-criteria “Upload Technical Bid Documents”

- Bidder's Organization, Company Profile
- Contact Details

- Letter of Undertaking
- Detailed Technical Specifications
- Financial Proposal Form

6.2.2 The **qualification evaluation** of the bidders shall be based on the following Qualifications Conditions (Technical Bid documents) containing the following along with duly filled Forms (scanned and uploaded). All technical bid documents should be duly signed and stamped on each page by the authorized representative of the Bidder.

Sl. No.	Qualification Conditions	Documents to be up-loaded
1	Earnest Money Deposit	Scanned copy of Receipt of payment of EMD for Rs. 5,00,000 per location through e-payment gateway in the name of Punjab State Transport Society. Scanned & Sealed copy of the list of locations selected as per list provided in FORM E-1.
2	Tender Processing Fee	Scanned copy of Receipt of payment of Tender Processing Fee.
3	<p>Eligibility Criteria for participation either as Single Bidder OR Consortium shall be as under:</p> <p>a) The Bidder of an automated testing station shall possess:</p> <ul style="list-style-type: none"> • certificate of Incorporation or Shop Act registration or Udyam Aadhar; • valid Goods and Service Tax certificate; and • valid Permanent Account Number. <p>b) The Bidder of an automated testing station shall have a minimum net worth of Rupees three Crore during the last financial year.</p> <p>Maximum number of consortium</p>	<p>a) Power of Attorney for Lead Bidder for Consortium (Annexure X) (applicable only, if the bid is submitted as Consortium)</p> <p>b) Joint Bidding Agreement for Consortium (Annexure XI) (applicable only if the bid is submitted as Consortium)</p>

Sl. No.	Qualification Conditions	Documents to be up-loaded
	members is limited to 2 (two) members, with respective qualifications. One member of the consortium must be defined as a Lead Bidder who will be considered as Bidder for the tender. The Lead Bidder of consortium should have valid GST number. Virtual GST no. is not valid / acceptable. The information about the Consortium needs to be furnished as per Annexure X and Annexure XI. No consortium member shall be part of any other consortium.	
4	To qualify for award of this contract, the bidder shall have a minimum net worth of Rupees three Crore during the last financial year.	Scanned copy of the net worth certificate duly certified by the chartered accountant firm along with copy of audited balance sheets.
5	The bidder shall have relevant valid ISO- 20000, ISO- 27001:2013 and ISO 9001-2015 Certifications	Scanned copy of original certificates.
6	The bidder or the consortium should not have been blacklisted or terminated for default by any Indian government entity.	Declaration Letter
7	Complete set of tender documents.	Stamped & Signed copy of the tender document.
8	Any vehicle manufacturer/dealer/service station or automobile spares parts manufacturer/dealer or automobile accessories manufacturer/dealer shall not be eligible to participate in tender neither as a bidder nor as member of the consortium, in order to avoid any 'Conflict of Interest'.	Notarized affidavit in this regards is to be made by the Bidder.

Sl. No.	Qualification Conditions	Documents to be up-loaded
9	The bidder or its consortium must demonstrate a successful track record in operating at least one government-run ATS in India on or before the publication date of the RFP.	Scanned copy of the official certificates or licenses issued by the relevant government authority indicating the bidder's authorization to operate an ATS.

6.2.3 After the Qualification Evaluation, the financial bids of qualified Bidders will be opened.

6.3 Financial Bid Submission

The document 'Form E – Financial Proposal' shall be filled as per the format provided, shall be duly signed by the authorized signatory and the same shall be scanned and submitted/uploaded under the respective links provided for each document under the sub-criteria "Upload Bid Documents" and "Item wise Bid Financial Offer" link.

Care shall be taken to furnish information in the Financial Bid document only against the slot/link specified for "Financial Bid" and not to be uploaded in any other slots/links.

6.3.1 The volume of annual fitness certifications as per vahan is provided in the table below.

Sr.No.	ATS Cluster	Districts covered	Total LD Vehicles	Total HD vehicles
1	Amritsar	Amritsar Tarn Taran Gurdaspur Pathankot	5377	7466
2	Sangrur	Sangrur Patiala Barnala Malerkotla	6334	12002
3	Ludhiana	Ludhiana	8162	7701
4	Faridkot	Faridkot Moga Ferozpur Fazilka	5608	7070
5	Rupnagar	SAS Nagar Rupnagar Nawanshahr Fatehgarh Sahib	8487	12328

Sr.No.	ATS Cluster	Districts covered	Total LD Vehicles	Total HD vehicles
6	Bathinda	Muktsar Bathinda Mansa	9996	12882

6.3.2 The Bidders shall quote the Share of per testing Fee (in percentage). The lowest Share of per testing Fee (in percentage) quoted per inspection by the bidder will be qualified as financial L-1.

6.3.3 The bidder may quote for the entire 'Works' of establishment of ATS at a maximum of three locations mentioned in the earlier sections of this document. The bidder shall quote 'Share of per testing Fee (in percentage)' considering all its risks, obligations and liabilities set out in or to be reasonably inferred from this Tender Document including but not limited to matters in respect of the land lease/purchase, provision of site amenities like water, electricity, drainage, telephone, internet connections etc., civil construction, equipment delivery up to site, insurance, freight costs, customs clearances, interface management, detailed design, detailing, coordination, value engineering, specialist system procurement, provision, erection and/or installation, testing, commissioning, documentation, training if any, defects remediation, operation of the Centers, reporting to Transport Department of Punjab and related works.

6.3.4 The testing capacity and minimum working hours/ days of the proposed ATS shall in no case be less than the following:

Particulars	LD	HD
No. of Vehicles checked/hour/lane	7	6
Minimum No. of Working Hours/Day	8	8
No. of Vehicles checked/day/lane	56	48
No. of Working Days/Year	325	325
Operating Efficiency (%)	85%	85%
Capacity of single Lane/Annum	15470	13260
Utilization (%)	85%	85%
No. of Vehicles checked/Lane/Annum	13150	11271

6.3.5 In the ATS where annual number of vehicle inspection waiting period for vehicle inspection is more than 15 days and it remains continued for the period of three months, Transport Department of Punjab reserves the right to allocate vendor an additional lane or establish an additional ATS by choosing a new vendor and location for the additional ATS.

Under such circumstances, the Vendor shall be informed about the requirement of additional lanes to be created within the same jurisdiction/city. Vendor would be allowed to increase the test lanes but with no revision in the conditions related to user fee, location requirements and contract tenure. If the Vendor confirms his willingness to set up the additional lanes with supporting evidence about land/location as per the tender conditions within one (01) month, the Transport Department of Punjab may allow the Vendor to establish the additional test lanes within 6 months. All costs related to the above additional infrastructure needs to be incurred by the vendor/operator. Else, The Transport Department of Punjab reserves the right to establish an additional ATS by selecting a new vendor and location, provided that the new location of the new vendor is not within a 40 km radius of an existing ATS..

6.4 Manner of Submission

6.4.1 The two-part Bid shall be submitted online up to the said date and time.

6.4.2 Transport Department of Punjab may, at its discretion, extend the deadline for submission of Bids by issuing an addendum, in which case all rights and obligations of Transport Department of Punjab and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline.

6.4.3 Transport Department of Punjab reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently verify, disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with:

- Receipt of a Bid after the submission deadline.
- Failure to submit necessary supporting documentation following a specific request by Transport Department of Punjab.
- All the Bid documents have to be uploaded on the e-procurement portal only.

6.4.4 Declaration

The Bidder shall comply to the declaration criteria by selecting the compliance options provided in the Declaration web page.

7 SUCCESSFUL BIDDER

7.1 Security Deposit

- 7.1.1** The successful bidder shall provide a ‘Security Deposit’ of an amount equivalent to INR 25 Lacs per ATS location in the form of bank guarantee to Transport Department of Punjab within stipulated period mentioned in the Letter of Acceptance. The bank guarantee of security deposit should have a validity of Operation Tenure plus one year and therefore regular extension of the bank guarantee must be taken care by the bidder for the approved period or thereafter.
- 7.1.2** The Security Deposit of the successful Bidder will be returned upon completion of one year after the successful completion of contract period.

7.2 Project Implementation Team

- 7.2.1** The Successful Bidders should propose the structure and composition of the team which shall work on implementation of this project to the satisfaction of the Transport Department of Punjab along with the Letter of Acceptance. The Bidders shall designate a Project leader who shall be overall responsible for execution of the project and shall act as a single point of contact for Transport Department of Punjab. The Project leader shall be a person with adequate experience in independently handling such projects. The resume of the Project Leader as well as the Site Leaders, members of the project implementation team and members of the operational team shall be provided along with details of their experience, skill set, training received, etc. on demand from the Transport Department of Punjab. The Bidder shall also provide information on the proposed roles of each of the team members, including the Site Leaders and when the Bidder proposes to deploy them during the assignment.

BID EVALUATION PROCESS**7.3 Technical Bids Opening**

7.3.1 The Bids shall be opened at the following address:

Transport Department, State Transport Commissioner, Punjab, S.C.O. No.177-178,
Sector 17-C, Chandigarh.

7.4 Tender Schedule

Sl. No.	Activity	Date	Time	Venue
1.	Date of Publication of Tender	03.11.2023		-
2.	Last date for submission of queries	17.11.2023		Office of the Transport Commissioner, Punjab Transport Department
3.	Pre-Bid meeting	21.11.2023	11:00 AM	
4.	Last Date for tender submission	30.11.2023	04:00PM	
5.	Technical Bid Opening	01.12.2023	03:00 PM	
6.	Financial Bid Opening	Will be intimated later		

7.5 Technical Bid Evaluation

7.5.1 During the technical bid evaluation process, Transport Department of Punjab may ask clarifications from the bidder through E-mail, for confirming and clarifying their technical offers.

7.5.2 All such clarifications are required to be answered by the bidder by E-mail, within stipulated time specified by Transport Department of Punjab. The signed hard copies of the same need to be submitted to Transport Department of Punjab and shall be deemed to be a part of the tender documents.

7.5.3 All valid bids shall be evaluated, and the technically qualified bids shall be determined, as specified in “Annexure IV–Financial Bid Evaluation Parameters”.

7.6 Financial Bids Opening

7.6.1 Financial bids of only the technically qualified bidders shall be opened.

7.7 Financial Bid Evaluation

7.7.1 All valid financial bids shall be evaluated/ scrutinized as per “**Annexure IV – Financial Bid Evaluation Parameters**”

7.8 Determination of the Successful Bidder

7.8.1 The successful bid shall be determined as per “**Annexure IV- Financial Bid Evaluation Parameters**”

7.8.2 The lowest Bidder Share of per testing Fee (in percentage) quoted per inspection by the bidder will be qualified as financial L-1.

7.8.3 Transport Department of Punjab reserves all rights to call the Successful bidder for each location for further negotiations, if felt necessary.

7.8.4 Transport Department of Punjab reserves all rights to select and authorize the vendor for any location.

7.8.5 If the L1 fails to provide the payments and bank guarantee as per the tender conditions within the stipulated time, the second party (L2) would be requested to match the Bidder Share of per testing Fee (in percentage) quoted per inspection with the L1. If L2 refuses to accept, then L3 would be given a chance to match the Share of per testing Fee (in percentage) quoted per inspection with L1 and so on.

7.8.6 Transport Department of Punjab reserves the right to accept/reject the operation tenure quote and take decision on award of project at each location as deemed fit.

Annexure I: BIDDER COMPANY'S REQUIREMENTS

1 Experience

1.1 The bidder must have experience as detailed at clause 6.2.2 (Qualification Conditions).

1.2 In case the bidder is limited company, the following documents shall be submitted:

- a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into an agreement, authorizing MD or one of the Directors or Managers of the Company to sign Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- b) Copy of Memorandum and Articles of Association of the Company.
- c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

2 Financial Performance

To qualify for award of this contract the annual net worth of the bidder should not be less than the criteria as prescribed for qualifications conditions.

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Annexure II: SCOPE OF WORKS

1 ELEMENTS TO BE SUPPLIED

- 1.1** The scope of this tender is to establish dedicated Automated Testing Stations (ATS) at 6 locations in the state of Punjab, India. The selected bidders are expected to provide sufficient land as prescribed, along with basic amenities such as water, electricity, telephone, access road, internet facility etc., in the proposed land. The selected bidder will be responsible for entire civil construction of administrative building, utilities and testing shed as per the requirement of Punjab Transport Department, provision of the testing equipment, related and additional software (such as queue management, lane management software), and their installation and integration in the ATS. The selected bidder will also operate the ATS by employing well-trained and competent manpower and shall also be responsible for operation and regular maintenance of the test centers for approved period by providing adequate manpower. Land location, layout, civil construction details, minimum no. of lanes required, minimum land required, specifications of equipment, PC and server specifications shall be as per mentioned in the Tender document. The selected bidder shall submit the plan of entire construction of administrative building and testing shed including the detailed layout and numbers of cabins/chambers/furniture (tables/chairs/cubical) to Punjab transport department for approval and ATS will be commissioned as per the approved plan.
- 1.2** The equipment supplied shall conform to CMVR norms and prevalent state regulations & shall be upgraded in case of amendments made in the respective norms before commissioning and, if required, during the approved period of operations. Upgradation in the equipment required to accommodate the respective updation in the prevalent regulations will be shared with the successful bidder in case of any such change. If any software modification is required for the above, it shall be borne by bidder.
- 1.3** The selected bidder shall obtain all certificates/licenses e.g., Factory certificate or any other applicable certificates/licenses as per statutory provisions.
- 1.4 Project Land Requirements:**
- 1.4.1 Land Ownership and Arrangement:**
The selected bidders are responsible for providing the necessary land for the project. This land must either be owned by the bidder or obtained through a lease agreement. The land title must be clear, without any encumbrances. All associated fees, including registration and property taxes for the contract period, shall be the responsibility of the bidder. The Commencement Date will be initiated upon approval from the State Transport Authority, Punjab. Minimum land required for two lane ATS is two acres.
- 1.4.2 Location and Accessibility:**

The identified land for each location should be situated within a cluster and must not be susceptible to flooding. An approach road linking the identified land to the nearest main road (National Highway or State Highway) should be less than 1 km in length, with a carriageway width of 7.0 meters to ensure smooth movement of heavy vehicles.

1.4.3 Land Identification Process:

A committee comprising of the Secretary of the Regional Transport Authority, a Motor Vehicle Inspector, and the General Manager of Punjab Roadways/PRTC will assess the suitability of the land for the ATS location. The committee holds the authority to determine the appropriateness of the chosen ATS site location. The decision of the committee regarding the acceptance of the quoted location will be considered final and binding.

1.4.4 Timeline for Land Provision:

The successful bidder is obliged to arrange the designated land within a stipulated timeframe. This period spans three months from the issuance of the Letter of Award (LoA).

1.4.5 Documentary Proof of Land Ownership or Lease Agreement:

The bidder must submit either the documents proving ownership of the land or a registered lease agreement. This submission is a prerequisite for fulfilling the land provision obligation.

1.4.6 Consequence of Non-Compliance:

Should the bidder fail to meet the specified timeline for land provision or neglect to submit the required ownership or lease documents within the stipulated three months from LoA issuance, there will be repercussions. In such a scenario, the bidder's bank guarantee will be forfeited as a consequence of non-compliance with this crucial provision.

1.5 Basic Amenities

1.5.1 The selected bidders shall be entirely responsible to arrange basic utilities at the site including, but not limited to, access road, water connection, drainage connection, electricity connection, telephone connection and internet facility.

1.6 Civil Construction

1.6.1 The Vehicle Inspection building will either be a steel structure / concrete building / Pre-Engineered Building (PEB) Structure. ATS will consist of vehicle inspection lanes, Administration office and parking space for vehicle waiting for testing as outlined in Annexure V: Area Requirements and has to comply with the additional space required for parking mentioned in clause no:1.7.1 of Annexure II: Scope of work. The proposed layout plans should be submitted to the Transport Department of Punjab and the Transport Department of Punjab shall examine its feasibility for the works.

1.6.2 The bidders shall be responsible for Entire civil construction of the proposed ATS centers consisting of Administrative building, testing sheds along with Utility Area, Panel Room, DG set, approach road & foundation. The Bidder will also be responsible for Site Development, Roads, drainages, Parking, External & Internal Electrification work,

Connections, Power Panels & Exhaust Gas Handling System, Fire Fighting & Compressed Air work.

1.6.3 Each ATS needs the following utilities along with infrastructure

- Power supply for general areas
- UPS for data centers
- Ventilation and air conditioning for designed customer area
- Ventilation for Lanes
- Fire safety and first aid station
- Water (General use and drinking water)
- Security, upkeep, anti-mosquito /pesticide, and anti-rodent measures.

1.7 Inspection Lanes

1.7.1 The 6 locations for the establishment of ATS in the state of Punjab, minimum number of test lanes in each of the centers. The ATS test shed, administrative facilities and utilities should be within the compound wall.

Sr.No.	ATS Cluster	Districts covered	Total LD Vehicles	No of LD Lane	Total HD vehicles	No of HD Lane
1	Amritsar	Amritsar Tarn Taran Gurdaspur Pathankot	5377	1	7466	1
2	Sangrur	Sangrur Patiala Barnala Malerkotla	6334	1	12002	1
3	Ludhiana	Ludhiana	8162	1	7701	1
4	Faridkot	Faridkot Moga Ferozpur Fazilka	5608	1	7070	1
5	Rupnagar	SAS Nagar Rupnagar Nawanshahr Fatehgarh Sahib	8487	1	12328	1
6	Bathinda	Muktsar Bathinda Mansa	9996	1	12882	1

1.7.2 Each test lane should be designed to facilitate 3 to 4 individual test positions to achieve the maximum test throughput. Bidder can suggest the no. of test positions 3 to 4 in each test lane based on the layout to achieve the max. through put.

- **Vehicle Reception:** The inspector receives the first vehicle at the entrance of the station with related documents. Asks the client to go to the waiting area and positions the vehicle on the lane. Enters the IT system to generate the Work order.

Position-1	Position -2	Position -3
<ul style="list-style-type: none"> • RFID Authentication of Operator • Emission Test • Horn Test • Exhaust Noise Test • Speedometer Test • Speed Governor Test 	<ul style="list-style-type: none"> • RFID Authentication of Operator • Side Slip Test • Front & Rear Suspension Test • Service Brake & Parking Brake Test 	<ul style="list-style-type: none"> • RFID Authentication of Operator • Under Body Visual Inspection using Axle play detector • Steering Angle test • Head Light Test

- Generation of test reports & issue of sticker which could be easily located (preferably on front side of wind screen indicating the validity of test certificate)

1.8 Exhaust Gas Handling System

1.8.1 The suitable exhaust gas handling system is to be selected & supplied, installed & commissioned by the bidder. The exhaust gas handling system shall maintain proper ventilation inside the test center. Minimum requirements of Exhaust gas handling system are as follows.

- LCV Lane:
 - Vehicle Exhaust Flow: 550m³/hr.
 - Vehicle Exhaust Temperature: 80⁰C to 100⁰C
- HCV lane:
 - Vehicle Exhaust Flow: 1500m³/hr.
 - Vehicle Exhaust Temperature: 100⁰C to 110⁰C

1.8.2 Blower should be designed considering above vehicle exhaust flow & temperature.

1.8.3 Dilution of the vehicle exhaust to be carried out considering vehicle exhaust temperature. Suitable extraction unit to be provided along with each blower. Suction Velocity of exhaust at the end of extraction unit is to be in the range of 13-15 m/s. Suitable standard flexible hoses with required length need to be provided. While all blowers are operating in working conations, noise level should be below 80dB inside the test shed.

1.9 Audit, Assessment, and Calibration Requirements for Automated Testing Stations

1.9.1 Audit and Assessment

(a) **Periodic Audits and Assessments:** The performance and functioning of an automated testing station shall be monitored through periodic audits and assessments, conducted at intervals as specified in sub-rule (3).

(b) **Appointed Agency:** The registering authority shall appoint a National Accreditation Board for Testing and Calibration Laboratory accredited agency, or any other agency notified by the Central Government, for conducting these audits and assessments.

(c) **Frequency of Audit and Assessment:** The audit and assessment of an automated testing station shall be conducted every six months. The cost of such audit and assessment shall be borne by the operator of the automated testing station. The operator shall upload the audit and assessment report on the electronic portal specified by the Central Government within one month of the completion of the bi-annual financial year, that is, by 31st October and 30th April of that financial year.

(d) **Aspects Covered in Audit and Assessment:** The audit and assessment of Automated Testing Stations shall cover the following aspects:

(i) Test equipment completeness; (ii) Equipment calibration at the required frequency, at least once per manufacturer's recommendation or as per year, whichever is earlier; (iii) Testing procedures as specified under this chapter; (iv) Calibration process of machinery; (v) Manpower as per specified qualification under this chapter; (vi) Sample check of at least three vehicles from each lane; (vii) Data integrity; and (viii) Functioning of all the Closed-Circuit Televisions installed in the station.

(e) **Surprise Audits and Assessments:** The registering authority, under exceptional circumstances, which shall be adequately recorded, may also conduct surprise audits and assessments of an automated testing station. The cost of such audit and assessment shall be borne by the operator.

(f) **Cooperation with Inspection:** The officials of the automated testing station shall be responsible for enabling and cooperating with the inspection at any point of time during office hours.

(g) **Report Submission:** The audit and assessment report, including surprise audit and assessment, as specified in Form 67, along with the photographic evidence, shall be uploaded on the electronic portal specified by the Central Government in this regard.

(h) **Rectification of Discrepancies:** (i) Where any discrepancy is pointed out during the audit and assessment, the same shall be rectified by the operator within ten working days from the date of issuance of the audit and assessment report. (ii) The rectification report shall be submitted to the audit and assessment agency for approval, and to the registering authority for information, within such period as may be directed by the registering authority, through the electronic portal specified by the Central Government. (iii) The Audit and Assessment agency, if it so desires, may undertake re-audit and re-assessment for validation and approval.

1.9.2 Calibration

(a) Each equipment shall be supplied with all the required calibration certificates.

(b) All measuring devices shall be calibrated, and traceable calibration certificates shall be available by the time of inspection on arrival, and shall be included in the documentation delivered by the supplier. Calibration plan shall be included. The calibration plan shall be approved by the Transport Department, Punjab. Any recommendations of the Transport Department, Punjab shall be adhered to, by the bidder.

(c) Arrangement of calibrated material for the on arrival inspection and final acceptance is the responsibility of the equipment supplier.

(d) Calibration tools and plan need to comply with International Standards and Accreditation, i.e. ISO/IEC 17025:2017 and / or NABL. Calibration facility and traceability to national and international laboratories should be provided.

(e) The Smoke Meter (Opacimeter) and Exhaust Gas Analyzers shall comply with CMVR Rule 116 (3). For the remaining equipment, in case of non-availability of recognized accreditation agency, the Bidder shall submit thorough explanations on the calibration procedure used. The same shall be approved by the Transport Department, Punjab. Any changes/ recommendations of the Transport Department, Punjab shall be adhered to, by the bidder at no extra cost to the Transport Department, Punjab.

(f) Calibration equipment as described in Annexure IV, shall also be available with the Bidder in order to maintain the required performances of all the testing equipment included in this tender. The equipment should not operate if its calibration due date is over or its next calibration due date is not updated in the software. The interlock for the same should be provided in the software.

1.10 Software

Bidder shall ensure the system upgradation with the latest software version free of cost. The referred system upgradation shall be applicable in the event of:

- Critical releases on the software
- New Operating System adoption
- Accumulation of minor upgrades in the software
- Any changes in the test limits or test procedure or reporting requirement

If hardware upgradation is required in order to achieve the software upgradation, this will also be included free of charge. This includes, as an example, the Computer, connections and communication cards. The supplier is also responsible for completing the tests for commissioning the upgraded software. This software should have provision to match and compile the data of any new software developed by any other agency in other centers in the country. If any upgrade of the software system is necessary for seamless integration with other external software, the supplier shall, if required, develop any new software to ensure compatibility with other existing software applications. Required help for integration of software with other external software shall be

provided by Transport Department, Government of Punjab/NIC. Hardware required for networking with other Centers should be provided by successful bidder only.

Presently the Transport Department is using VAHAN/ SARATHI software developed by NIC for registration of vehicles and issuing of driving license. The bidder is required to integrate their system software to link with above modules for vehicle data. At the end of operation/AMC all data has to be handed over to the Transport Department, Government of Punjab including software integration protocols. The bidder should also provide all integration protocols of software which are required for integration with other software's.

The appointment for fitness test at ATS shall be booked electronically, through the electronic portal (NIC's VAHAN Portal), set up by the Central Government. The following documents and information shall be indicatively fetched / uploaded at the time of booking a slot for fitness test at ATS Centre, namely: -

- i) Registration Certificate of Vehicle, along with Form 25 of CMVR, wherever applicable;
- ii) Valid Insurance Certificate;
- iii) Last valid Permit, wherever applicable;
- iv) Mobile number and email ID of the registered owner or authorized signatory.

The other details related to the vehicle, not limited to the following, shall be fetched automatically from the VAHAN database, namely: -

- i) Chassis Number;
- ii) Engine number;
- iii) Fuel;
- iv) Vehicle Class;
- v) Vehicle Category;
- vi) Make and Model;
- vii) Gross Vehicle Weight (GVW);
- viii) Month and Year of Manufacture; and
- ix) Speed Governor Serial Number, wherever applicable.

Include a feature in the software for notifying fitness test appointments. This will enable operator in scheduling vehicle tests.

Lane operation software shall have security locks for operator and vehicle. At each test station, test operation will commence after scanning the operator Id. Card. & Registration plate number. Display of testing station in a test lane shall not indicate any test result. All test results shall be masked on the test lane with encrypted test data. The test report shall be generated automatically and digitally signed with relevant details, immediately after completion of all tests.

The test data and report generated shall be kept in a safe and secured facility and uploaded on the electronic portal. Photographs of vehicle and its Chassis and Engine number shall be captured by Global Positioning System enabled camera and shall be kept in a secured facility and

uploaded on the electronic portal along with the tests data and report. The results shall also be integrated with VAHAN Database.

Test report so generated shall be sent to the registered owner or authorized signatory through physical and electronic mode and the test report shall include the following, namely: -

- i. Centre Name and registration number;
- ii. Date and time of the test.
- iii. Vehicle details – Registration number, Type, Make and Model.
- iv. Visual check details.
- v. Measured and permissible values of functional tests;
- vi. Date of calibration of each equipment of the automated testing station on which tests are conducted.
- vii. List of functional tests or visual checks failed by the vehicle, in case certificate of fitness is not granted.
- viii. Unique QR code containing vehicle test information.

The report format customization by Transport Department, Government of Punjab shall also be included in the quote. Transport Department, Government of Punjab will require, during the start-up of the Test Centre the creation of report pattern. Software should have the facility to print the fitness test pass sticker in the format as specified in CMVR.

1.10.1 The bidder is required to establish QA/QC document for following operations:

- Test procedures for testing vehicles in the lane
- Calibration procedure and plan
- Maintenance procedure and plan
- Data Management (Data storage, mining, archiving, etc.) & Networking
- Optimization for vehicle through-put, plan a detail flow of the Testing process to be followed including customer handling process
- Test report customization and generation
- Interaction with Vehicle operators for testing vehicles
- Checking of relevant documentation

1.10.2 The bidder should be able to do the following for running of operations.

- **Manpower management**

- a. The bidder should be able to deploy required manpower like Trained Technicians, Supervisors at the centers for operation of the equipment, testing of vehicles and generating a Test report. The minimum requirement for each center would be as follows:

SI. No.	Designation	Minimum manpower	Minimum Qualification
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		requirement	
(1)	(2)	(3)	(4)
1	Centre Head/Manager	1	Graduate in Automobile or Mechanical or Electrical or Electronic Engineering with at least ten years of professional experience which includes at least five years of experience in vehicle inspection, manufacturing or repair and shall have thorough knowledge of the Act and the rules made there under, especially the chapters relating to registration of motor vehicles and constructions, equipment and maintenance of motor vehicles.
2	Information technology in charge/system Analyst	1 (up to 2 Lanes) 2 (up to 4 Lanes)	Master of Computer Application or Bachelor of Engineering or Bachelor of Technology in Computer Science or Information technology or Electronics and Communication Engineering with at least three years of experience in Hardware, software and Networking from any recognized organization or institutions.
3	Data Entry Operator	2	Any Graduation Degree or Diploma in Computer Application with basic computer knowledge.
4	Driver (Light Motor Vehicle/Heavy Motor Vehicle)	2 per lane per shift	Driving license with minimum five years of driving experience (Heavy Motor Vehicles).
5	Lane in charge/Supervisor	1 per lane per shift	Industrial training institute diploma in Motor Mechanics or Diploma in Mechanical or automobile or electrical stream with minimum three years of experience in automobile repair and Maintenance from any recognized organization or institutions.
6	Lane Operator	2 per lane per shift	Industrial Training Institute Diploma in Motor Mechanics or Electrical or Computer stream with minimum two years of experience in automobile repair and maintenance from any recognized organization or institutions.

7	Maintenance Technician	1 per lane per shift	Industrial Training institute Diploma in Air conditioning and Refrigeration or Industrial Training Institute Electrician or Diploma in Mechanical or Electrical, with minimum two years of experience in electrical Maintenance from any recognized organization or Institutions.
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- b. Bidder shall provide CV's of the personnel identified by him for this purpose.
- c. The bidder should provide the team of operators for smooth and efficient running of Centers and maintain the record of manpower working in the Centers. The bidder should furnish the required details manpower utilization periodically.
- d. The bidder is required to comply with the legal requirements of deployed manpower as per applicable Indian governing laws.
- e. The bidder is required to ensure to follow safety norms as per regulations of Factories & Boilers Act, Hazardous waste disposal, CPCB and PPCB norms for manpower deployed at the operation lane.
- f. If additional manpower beyond the specified minimum is required, the bidder must provide it at their own cost.

- **Operation procedures**

- a. Bidder should have duly defined Operation procedures for inspecting and testing of vehicles.
- b. Bidder should provide manuals in English, Hindi & Punjabi Language for testing and inspection of vehicles in soft copy and hard copies.

- **Calibration**

- a. Bidder should have a scheduled calibration and maintenance plan for the equipment.
- b. Bidder is also required to maintain the inventory of tools and consumable items to be used in calibration of equipment.
- c. Bidder should clearly define the calibration and test procedure for the equipment.

- **Spare parts**

- a. Bidder should keep the inventory of the spare parts required for the smooth running of operations of ATS.
- b. Software - Bidder should have their software which should have the following features.

- **Software management**

- a. Bidder should have their own software to be installed on the LAN.
 - b. Bidder should be able to maintain and manage their software.
 - c. Bidder should be able to update the software as and when required and provide all necessary protocols to Transport Department
 - d. Software should be able to customize and generate test reports as required by Transport Department from time to time.
- The data generated, processed, and stored must adhere to the following guidelines. Firstly, the database should be housed in a data management software platform to enable seamless data exchange and analysis with other platforms. Secondly, all automated test results, including visual checks data and photographs, shall be automatically transmitted to a central server within the automated testing station. Additionally, fitness criteria for pass or fail shall be determined automatically in accordance with Rule 189. It's important to note that the display at a testing station in a test lane should not indicate any test result, and all test results should be masked on the test lane with encrypted test data. Furthermore, the test report should be generated automatically and digitally signed with relevant details immediately after completion of all tests.
 - Moreover, the test data and report generated should be securely stored and uploaded on the electronic portal. Photographs of the vehicle, along with its Chassis and Engine numbers, must be captured by a Global Positioning System enabled camera, securely stored, and uploaded on the electronic portal along with the test data and report. Subsequently, if the Certificate of Fitness is granted, and the generated test report shall be dispatched to the registered owner or authorized signatory through both physical and electronic means. The test report should encompass essential details including Station Name and registration number, Date and time of the test, Vehicle details such as Registration number, Type, Make, and Model, Visual check details, Measured and permissible values of functional tests, Date of calibration of each equipment at the automated testing station on which tests are conducted, and finally, a list of functional tests or visual checks failed by the vehicle, in case Certificate of Fitness is not granted. Additionally, it is crucial that the results are integrated with the VAHAN Database for comprehensive record-keeping and analysis.

- **Software and data management**

- 1) The bidder should submit a detailed note plan on software and data management with the following mandatory components in his bid.
- 2) Proposed software with license details
- 3) Tool for monitoring service level Agreements to ensure effective compliance of contractual terms and conditions.

1.11 Additional Responsibilities of Successful Bidder

The bidder shall install and commission the machinery which will be competent to perform in the following conditions.

1.11.1 Electricity: Power to be made available at site

- Three phase: AC415 V +/-10 % and 50Hz +/-1
- Single phase: AC230 V +/-10 % and 50Hz +/-1

Diesel generator back up to be made available at the sites.

1.11.2 Health & Environmental Requirements: All above equipment must meet the Environmental, Health and Safety aspects (CE or equivalent). Bidders are expected to provide all safety systems and the same need to be elaborated in the bid document by the bidder. Certificates shall be included in the Documentation. If hazardous material is used, please provide MSDS (Material Safety Data Sheet)

1.11.3 For the remaining equipment, in case of non-availability of recognized accreditation agency, the Bidder shall submit thorough explanations on the calibration procedure used.

1.11.4 Calibration equipment shall also be available with the Bidder to maintain the required performances of all the testing equipment included in this tender.

1.12 Documentation

1.12.1 At the time of equipment delivery, the supplier is required to provide, for each equipment, at least a manual in English containing: description of the equipment with detailed drawings, instructions on the operation of the system, detailed software control commands, safety systems, calibration plan and procedure, and possible causes, and full maintenance plan and procedure details.

1.12.2 Calibration certificates shall be included in the documentation.

1.12.3 Documentation shall be maintained in Two Hard Copies and in Two Soft Copies (CD or DVD format)

1.13 Warranty, Technical Service and Maintenance

1.13.1 Since the operation of the Centre will have to be done by the successful Bidder, all responsibility of Warranty and Maintenance will have to be borne by the successful Bidder. Inability of checking vehicles in a particular test lane will be considered to be a break-down and any machine in a test lane should not break-down for more than 24 hrs. at a stretch during a working day and none of the test lanes should be non-operational for more than 100 hours in a year during the working days. In case a lane is non-operational for more than 100 hours in a year during any working day, Rs. 1000 charges per hour/per non-operational lane would be levied on the bidder.

1.13.2 Warranty: The Bidder shall be required to acquire and maintain a comprehensive warranty for the entire period of successful installation, commissioning and operations at site, for equipment commissioned under this tender, including the following:

- Any preventive maintenance and / or repair for breakdown shall be carried out by the Bidder at his own cost during the contractual period. No charge on this account (including cost of calibration, spare parts, wear parts, consumables to be changed

during maintenance, travel and accommodation expenses, etc.) will be borne by Transport Department of Punjab.

- The preventive maintenance will be carried out by bidder, at a frequency specified by the Original Equipment Manufacturer.

1.13.3 Spares, Consumables & Wear Parts: The Bidder is required to have critical/essential spare parts stored in India. The Bidder shall be required to maintain a list of such critical/essential spare parts.

1.14 Responsibilities of the Selected Bidder

1.14.1 The Bidders shall have total responsibility for the process including all phases of design, construction, manufacture, assembly and functional testing of the equipment, shipment, installation, commissioning, integration of systems, system checking for all the elements listed in the current document, operating the centers for approved period.

1.14.2 The Bidders are requested to take into account all information provided in the Tender Document and its Annexures. The Offer shall be suitable to the requirements listed in the complete document.

1.14.3 The Bidders are requested to fill “FORM E – Detailed Technical Specifications” with the detailed specifications of their proposal.

1.14.4 All other Forms also need to be filled by the Bidder according to the instructions given in the tender document.

1.15 Force Majeure

1.15.1 Event of Force Majeure means an event beyond the control of the authority and the bidder, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- rebellion, revolution, insurrection, or military or usurped power, or civil war;
- contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- acts or threats of terrorism.

1.15.2 “Force Majeure Period” means, the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party ,acting in accordance

with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused in accordance with the Contract.

1.16 Consequences of Force Majeure Event

- 1.16.1** Neither the Authority nor the bidder shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.
- 1.16.2** The Party (the “Affected Party”) prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- 1.16.3** If and to the extent that the successful bidder is prevented from executing the “Works” due to the Event of Force Majeure, while the successful bidder is so prevented the successful bidder shall be relieved of its obligations to execute the “works” but shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable [and in accordance with Good Operating Practices],
- 1.16.4** If and to the extent that the successful bidder suffers a delay during the Construction Period as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion as decided by the Transport Department of Punjab
- 1.16.5** If an Event of Force Majeure results in a loss or damage to the Facility, then successful bidder shall rectify such loss or damage to the extent required by the Transport Department of Punjab, Any Cost of rectification may be taken care by the bidder himself with insurance proceeds received by the bidder for the loss or damage. Consequential losses if any, will not be borne by the Transport Department Punjab.
- 1.16.6** The Authority reserves the right to extend Contract Period by a period of time equal to the period of interruption caused by an Event of Force Majeure

1.17 Optional Termination, Payment and Release

- 1.17.1** Irrespective of any extension of time, if an Event of Force Majeure occurs during the execution period of “works” and before commencement of operations, and its effect continues for a period of [180] days, either the Authority or the successful bidder may give to the other a notice of termination.

Annexure III: EQUIPMENT DETAILS

1 FUNCTIONAL REQUIREMENTS

The bidder shall have total responsibility for the process including all phases of design, manufacture, assembly and functional testing of the equipment prior to shipment, installation, system checking and functional testing after installation for all its capabilities.

The inspection equipment to be installed is meant to check the correct functioning of all the components of the vehicles involved in the safety of the occupants and the compliance with the emission regulations including meeting all requirements of periodical technical inspection for roadworthiness for in-use vehicles as per Central Motor Vehicles Rule (CMVR) of Government of India, as amended from time to time.

The test systems shall require flexibility to facilitate easy implementation of new test functionality, modifications for changes of the law and new vehicle functionality over the life of the test systems.

1.1 General Purpose of the inspection lane

The purpose of the testing lane is to perform all the tests needed in a standard vehicle inspection station including covering all CMVR requirements, as amended from time to time. All the equipment defined in this document shall be capable to test the types of vehicles mentioned below, especially listed in Annexure VI.

The technical specifications include requirements for overall test performance, test lane layout, equipment interfacing, lane throughput and data networking.

1.2 Tests to be performed

The vehicles to be inspected in the facilities shall be divided into:

- Three wheelers
- Passenger Cars (PC) / Taxis
- Light Commercial Vehicles (LCV)
- Medium Commercial Vehicles (MCV)
- Heavy Commercial Vehicles (HCV)

1.3 The main tests to be conducted are as stipulated in Rule 189 of CMVR, 1989, as amended from time to time.

1.4 Equipment Specification for Automated Testing Station. -

- (1) The equipment utilized at an automated testing station must adhere to the specifications outlined in Rule 190 of CMVR, 1989, as amended from time to time.

The manufacturer of the equipment shall meet the following criteria to be eligible for consideration:

- a. The manufacturer must have supplied a minimum of 50 test lanes within the last ten years, with at least 25 test lanes supplied in the last five years. Each supplied test lane must include the following equipment:
 - i. Roller brake tester
 - ii. Side slip tester
 - iii. Suspension tester
 - iv. Axle weight measuring equipment

Note: At any time during the contract, if it is found that the equipments used by the bidder is not supplied by the manufacturer as per the aforementioned requirements, their contract shall be terminated.

1.5 Common Equipment

The equipment described in this chapter is only used in some cases. Therefore, it will be shared by all the lines in the ATS center.

- **Free Wheel Trolley**

Device used to perform correctly Roller Brake Tests or Speedometer Tests on All Wheel Drive LCV vehicles. To accommodate large variations in vehicles wheel base, this is expected to be portable.

Description:

Portable device devoted to allow driven axels to turn without touching the floor. It shall be composed of a chassis with free turning wheels mounted onto it.

This portable device can be substituted by any other technically proved system to accomplish the purpose previously stated.

The device shall be designed to ensure safety of the people that could be nearby and the vehicle so a proper restraint system shall be proposed.

- **Bogie Roller Set**

Device used to perform correctly Roller Brake Tests or Speedometer Tests on MCV & HCV with multi axle vehicles having more than one live axle.

One set of bogie roller means one bogie roller before brake tester & one bogie roller after brake tester. Brake testing of tandem axle vehicles through counter rotation of wheels using software is acceptable, provided the purpose of both brake & speedometer testing need to be served. The bogie rollers are to be suitably designed to accommodate varying distances between axles and are to be embedded suitably to test both brake and speedometer. Varying distance for Tandem axle is $1.4\text{m} \pm 0.4\text{m}$.

Description:

The device shall be designed to ensure safety of the people that could be nearby and the vehicle so a proper restraint system shall be proposed. A proper restraint system means a device that retards people from coming close to the exposed part of rotating bogie roller may be proposed.

- **Calibration Equipment Set**

Calibration Equipment Set shall be available at the station. Two-point calibration system will be provided, as applicable. All the lanes may use the same calibrating devices. All the measuring equipment shall be calibrated. Bidder shall be responsible for calibration of all measuring equipment. Bidder to suggest, justify and provide calibration equipment's and procedures for following:

- Emission measurement system for diesel/gasoline vehicles
- Roller brake tester
- Speedometer tester
- Fully Automatic Head light tester
- Suspension tester
- Side slip tester
- Axle weight measurement
- Electronic Steering gear play measurement
- Sound level meter

In any case the bidder may suggest and justify any field calibration procedure for the above equipment. Since all calibration of the equipment will have to be done at the first instance during commissioning, above items would be required. For calibration of Axle weight measurement system, either calibration tool need to be supplied or renting locally from local laboratories accredited by NABL is also accepted. Subsequently, if any of the calibrating equipment's are consumables in nature will have to be replenished by the bidder as a part of the operation through the entire contract period.

- **Automatic Tyre pressure filler and indicator:**

➤ Technical specifications should be:

- Resolution: +/- 0.1 bar
- Accuracy: ± 0.5 % of Full Scale or better
- Full scale: at least 10.6 bar

Visual Inspection

All visual inspection will be carried out as specified in the Table-D of Chapter XI of Central Motor Vehicle Rule for Recognition, Regulation and Control of Automated Testing Station. All Visual checks conducted on a vehicle in an Centre shall be photographed using a mobile device and the record of the same shall be preserved for at least six months for audit and assessment purposes.

1.6 IT Platform

The equipment described in this document shall comply with the following requirements:

- Selection of vehicle category as defined above such as 3W/ Multi axle vehicles etc.
- Data Acquisition and results shall be performed directly by the equipment and its control computer and sent to a central storage PC for final evaluation without the intervention of the user.
- All results shall be traceable, with information on the operator involved in each test and step of the inspection process.
- The data and traceability shall be secured, and a record of the actions made and the results obtained shall not be editable and should be tamperproof.
- The storage of all data and results shall be secured, and shall not be physically accessible by the users/operators. The central server in the station should have access to all the data generated from the test lanes in a structured manner as may be decided by Punjab Transport Department from time to time.
- Test result data should be available to Punjab Transport Department and State Govt. which in turn will be uploaded to VAHAN by State Govt. Uploading of test results to VAHAN& the transfer of test data to MORTH should happen automatically at the end of every month.

1.6.1 Minimum hardware requirements: PC per station, upgradability for additional lanes/test benches. LAN or higher communicating networks, server with sufficient and reliable storage capacity, Heavy duty printer/s for test report printing & Sticker printer etc. to be expandable.

1.6.2 Each station must have capability of reading RFID/smart card/equivalent device. Operation of each test at every station must be remotely operated so as to minimize operator's physical movement.

1.6.3 Capability for fine tuning the test procedures shall be included. When access granted by the higher authority, calculations and procedures, limit values and all test parameters shall be customizable and storable.

1.6.4 For ease of operation, sequentially of tests shall be the key to lane design.

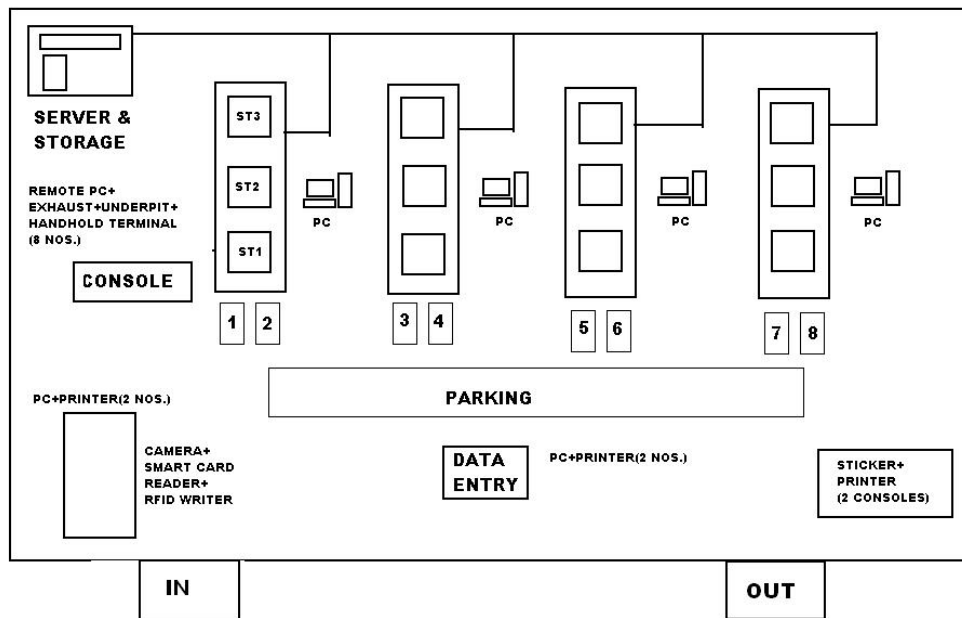
1.6.5 Report generation based on all information available in the database shall be customizable by the executing agencies officials in a predefined format/preprinted stationary, for delivery to customer.

1.6.6 Various MIS reports need to be generated for DoT. Format of these reports would be finalized during design review.

1.6.7 Advanced operations on the data management system shall be done from central server in a remote area. The system shall be based on the Windows Operating System. For report generation printer shall be provided and the server room shall also have a printer.

1.6.8 The system shall be equipped with the data mining, data back-up and archiving capability.

- 1.6.9** The software shall have the calibration and maintenance plan for each equipment of the lane incorporated. The software shall display the same at the computer to inform the lane operator for the same in advance by display warning signals. All the test measurements should be done only when the calibration of equipment is valid. The equipment should not operate if its calibration due date is over or its next calibration due date is not updated in the software. The interlock for the same should be provided in the software. The calibration data shall be stored in the central computer. All measurements shall be in Metric System. Measured value of each test needs to be provided in the test report along with permissible range.
- 1.6.10** The bidder is expected to support the respective executing agencies for the ATS layout diagram along with all the required equipment's like RFID/Smart card Reader, PASS Sticker printing, Individual PC at each test lane station, CCTV, Audio paging at each center, Operator ID and vehicle ID (RFID/ IR) sensor at each station of lane, Digital Camera at test shed entry point, Under body inspection HHT either wired or wireless need to be communicated to the main control PC, central server with storage capacity of minimum 6 months. For monitoring purpose the bidder must display CCTV footage on real time basis at State Transport Commissioner office or any other place designated by State Transport Commissioner.
- 1.6.11** In the absence of dedicated cycle and procedures for loaded mode testing in Indian scenario, it has been decided to incorporate dynamometers for load mode emission test at later stage in the same ATS. Therefore, the bidder is required to cater the provision for installing the dynamometers for load mode emission test in future.
- 1.6.12** Bidder is required to consider all of above equipment as per layout given below. Bidder is also required to give technical and financial details in technical and financial bid respectively.



1.6.13 The specification of PC and server motherboard has been indicated at Annexure-III.A.

1.7 Technical Description

Number of lanes in each of the proposed ATS will be in accordance to clause 1.7.1 of “Scope of Works”. Each center shall be equipped with two types of lanes, i.e., Light Duty (LD) Lane & Heavy Duty (HD) Lane capable of testing Light Duty vehicles upto 3.5 tons GVW and MCV’s/HCV’s respectively.

- Light duty vehicles (vehicles less than or equal to 3500 kg GVW)
- Heavy duty vehicles (vehicles above 3500 kg GVW)

1.8 Technical Specifications

1.8.1 The station, devoted to the inspection of 3W, Passenger Cars, Light Duty, Medium Duty and Heavy-Duty Transport Vehicles, shall have at least the equipment and shall fulfil the requirements as prescribed in the following sections.

1.8.2 If the equipment does not fulfill all the above regulations, the Bidder shall present all the documents necessary to prove that the regulations met are equivalent.

1.8.3 All the supplied equipment shall be designed to meet the following good engineering criteria:

- shall be easy to use,
- shall allow improvements and upgradation and
- shall have a low maintenance cost.
- Force application system shall be either Pneumatic or Hydraulic type.
- Metric units shall be used.

1.9 Software Considerations

- 1.9.1** In order to guarantee the certainty of the obtained values and to save the information, it is required that all the equipment which measures a value is connected to the central unit. A device is considered automatically connected when the result of the test is automatically obtained, transmitted to the central unit and evaluated.
- 1.9.2** The database must be stored in SQL data management software platform to enable easy exchange and analysis of data with other platforms. The bidder should develop suitable software from time to time as required by Executing Agencies with an overall objective of meeting the test requirements, the operation of the Centre and meeting all the requirement of regulating authorities.
- 1.9.3** Each input, whether automatic or manual shall be identified with the inspector's reference and stored together with all the results of the tests performed on the vehicle which shall be transmitted automatically to the central unit. The inspection pass fail criteria fates must be automatic and not editable by the inspector.
- 1.9.4** The equipments shall be connected automatically to the central unit
- 1.9.5** The software shall be able to receive the results from the following inspections that will be introduced manually in any computer in the lane or the central computer.
- **Visual inspection**
All visual inspection will be carried out as specified in the Table-D of Chapter XI of Central Motor Vehicle Rule for Recognition, Regulation and Control of Automated Testing Station. All Visual checks conducted on a vehicle in an Centre shall be photographed using a mobile device and the record of the same shall be preserved for at least six months for audit and assessment purposes.
 - Any inspection from the described above not connected automatically.
- 1.9.6** The software shall verify the status of all the equipment and subsystems specified.
- 1.9.7** The software shall allow templates for easier preparation of the inspection. It shall also prepare the test file in XLS export file type or similar reports. The software shall allow to view and to obtain a printout of the results of each test separately. Measured value of each test to be provided in the report. The printout and the software operation shall be developed as required by Executing Agencies from time to time. For each test the information shall be recorded, and it shall be available from all the computers in the station along with the access control.
- 1.9.8** The bidder shall provide one computer per phase to be installed in the inspection zone. The bidder shall provide a central unit and the network that links all the computers in the station.

1.10 Safety Systems

1.10.1 Personal safety systems

All the equipment supplied shall be equipped with all the safety protections required for the normal usage of the equipment and for the security of the people who work in each machine. All the essential safety devices such as Safety protection in respect of single phase failure, phase sequence change, surge protection, under & over voltage protection etc., has to be provided by the successful bidder at each console unit.

1.10.2 Power cut-off protection device

The safety procedure should take into account the fact of the power cut-off. In the case of occurring during a test measurement, the system shall be able to resume the test once electrical supply is back without any data loss.

1.11 Information technology hardware

The information technology hardware utilized at an automated testing station must adhere to the specifications outlined in Rule 190 of CMVR, 1989, as amended from time to time.

Annexure IV: FINANCIAL BID EVALUATION PARAMETERS

1 EVALUATION PARAMETERS

- 1.1** Financial bids of only those bidders meeting eligibility requirements (Technical Bid) shall be considered for commercial evaluation.
- 1.2** Financial bids of successful bidders will be evaluated as below:
Transport Department of Punjab will review the detailed contents of each financial bid to ensure that they are complete, whether the bidder has quoted locations of financial bid form and correct any arithmetical error.
- 1.3** Criteria for deciding successful bidder in each location:
 - 1.3.1** The Bidders shall quote the “ Share of per testing Fee (in percentage)” at any or all locations considering his requirement to recover his investment made on the establishment of the ATS and operate the same for period of 10years.
 - 1.3.2** The transport department will charge a royalty on per vehicle tested from the successful bidder, which cumulatively (bidder fee and royalty) cannot be more than Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR.
 - 1.3.3** The lowest Share of per testing Fee (in percentage) quoted per inspection by the bidder will be qualified as financial L-1.

Annexure V: AREA REQUIREMENTS

The land identified for establishment of ATS should accommodate the following facilities:

1. Inspection Lanes for LD & HD vehicles as per the requirements along with equipment.
2. Administration facilities such as Office space (MVI, Staff, HOD), Record Room, & Counters (Payment, Forms & Enquiry Counter), Waiting Lounge, Server Room.
3. Utilities (Transformer, DG Set, Toilet & Water Provisions, Under Ground Water Tank, etc.)
4. Parking areas for inspection vehicles and ATS staff.
5. Circulation Areas for vehicles and staff.

Area Estimates

SI. No.	Minimum Dimensions of a Test Lane (in meter)	3-Wheeler and Light	Medium and Heavy
		Motor Vehicle	Motor Vehicle
(1)	(2)	(4)	(5)
1	Length	32	32
2	Width	7	7
3	Minimum length for turning at Entrance	10	18
4	Minimum length for turning at exit	10	18

Minimum LD Parking Area	1500	sqmt
Minimum HD Parking Area	2000	sqmt
Utility area (Inner) per lane	20	sqmt
Common Circulation area	160	sqmt

Building Area			
Details	L(m)	W (m)	Area (sqmt)
Record Room	6.00	6.00	36
MVI, Staff, HOD & Payment Counters	6.00	6.00	36
Forms & Enquiry Counter	6.00	3.00	18
Toilet & Water Provision	11.50	6.55	75

Sub-total			165
Passage Area	10%		17
Under Ground Water Tank	5	5	25
Total Area			207

Circulation Area			
Details	L(m)	W (m)	Area (sqmt)
Common Circulation	32	5	160
LD Turning	20	5	100
HD Turning	40	5	200

Waiting Area per Lane			
Type of Lane	No. of Persons	Area per person (sqmt)	Total Area (sqmt)
LD Lane	24	1	24
HD Lane	18	1	18

The above area estimates are only indicative and have been prepared considering the bare minimum areas required for ATS facilities and parking requirements for holding vehicles for 1-hr only. Hence, an additional parking area must be provided in addition to the area requirements specified in the “Annexure V: Area Requirements” to ensure ample space for additional vehicle parking throughout the day and smooth and efficient flow of vehicles. Typical layout plan for 4-lane ATS shown under clause 1.4.4- Annexure-II (Scope of Works) may be referred for further details. However, the land requirement and layout plan may vary as per the lane requirement at each location.

Annexure VI: CHARACTERISTICS OF VEHICLES TO BE TESTED

1. Basic vehicle fleet characteristics have been determined and summarized here. Publicly available data has been used to estimate the minimum and maximum dimensions of vehicles to be inspected in the test lanes. The numbers shown below in table are for reference only.
2. The commercial vehicles which are required to be subjected for inspection in the vehicle inspection at the proposed test lanes at all the six centers shall comprise mainly of Diesel/Gasoline/CNG/LPG fueled–Trucks, Buses, and Taxis. The bidders are requested to take note of this and provide suitable equipment's to the lanes for testing these kinds of vehicles.
3. The characteristics of vehicles to be tested shall align with the specifications outlined in Table H of Rule 190 of CMVR, 1989, as amended from time to time
4. ~~3w,Passengercars/Taxis~~–vehicles used for general transportation of occupants and having a GVW of less than 3500Kg.This general category can include light passenger trucks not intended for commercial use.
5. ~~Trucks/Buses~~–Heavy Duty lane shall be capable to conduct the test on heavy commercial vehicle having 2/3/4axles and more than GVW3500Kg.

Annexure VII: GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

1.1.1 In these General Conditions of Contract (“Conditions”) the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

1. “Authority” means Transport Department , Government of Punjab
2. Automotive Testing Station (ATS) means works or Automated Testing Stations or Authorized testing stations.
3. “Affected Party” means a Party whose performance of its obligations under the Contract is prevented, hindered or delayed in whole or in part by reason of Force de Majeure.
4. “Applicable Clearances” means any clearance, permit, authorization, consent, license (including without limitation, any import or export licenses), lease, ruling, exemption, filing, agreements, or approval, required to be obtained and maintained by the Bidder from time to time, in order to complete the Works and thereafter during approved period upto approved operation tenure.
5. “Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate competent authority, as may be in force and effect during the subsistence of the Contract.
6. “Bidder” means any firm, including a sole proprietor or a partnership firm or a company, who submits a Bid along with requisite prescribed fees under this Tender within the stipulated Due Date and Time of Submission.
7. “Change” means any change to Conditions of Contract, which is instructed or approved as a Change under Clause 18.
8. “Change Order” shall have the meaning ascribed to it in Clause 18.2.1.
9. “Commencement Date” shall mean the date of execution of the Contract by the Parties. The Operation Tenure/ Operation Period shall start from the Commencement Date.

10. "Completion Certificate" has the meaning ascribed to it in Clause 16.1.
11. "Completion of the Works" means the achievement of the criteria set out in Clause 16 and "Complete" "Completed" "Completion" and "Completing" shall be construed accordingly and as certified by the Completion Certificate.
12. "Confidential Information" means the Contract and everything contained therein, all documentation, data, particulars of the Works and/or the Project Facility and/or the Project and technical or commercial information made by (or on behalf of) Transport Department of Punjab or obtained directly or indirectly by the Bidder or which is generated by the Bidder or any information or data that the Bidder receives or has access to as a result of the Contract, other than information:
 - a. which is generally available in the public domain other than by any unauthorized actions or fault of the Bidder; or
 - b. which is in the possession of the Bidder with a right to disclose;
13. "Consortium" shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.
14. "Contract" means the Contract Agreement, these Conditions, Technical Conditions of Contract, and the further documents (if any) which are listed in the Contract Agreement and initialed by or on behalf of Transport Department of Punjab and the Bidder and includes any amendment thereto made in accordance with the provisions hereof.
15. "Successful Bidder" includes (without limitation to) any person, company, firm, organization with whom Transport Department of Punjab has entered into a Contract for execution of the Works and the permitted legal successors in title to the Bidder, but not any assignee of the Bidder.
16. "Contract Agreement" means the agreement entered into or to be entered into by the Parties and forming part of the Contract.
17. "Operation Period/Operation Tenure" means the period for which the shortlisted Vendors are bound to offer services as defined in the Contract Agreement.
18. "Bidder's Documents" means in addition to the documents mentioned in Clause 1.5.1, those documents to be prepared by the Bidder under the Contract including without limitation, such technical documents specified in Technical Conditions of Contract and such data, drawings, designs, design information, calculations, schedules, specifications, plans, inspection and test plans, manuals, programmes, erection and test data and all other information and documents including all eye readable or computer or other machine readable data relating to the Execution of the Works or otherwise to performance of the Contract.

19. "Bidder's Equipment" means all or any apparatus, machinery, equipment, vehicles, materials, plant, tools and all other things required for the Execution/completion of the Works and the remedying of any defects to be provided by the Bidder
20. "Bidder's Insurances" means the insurance policies to be purchased and maintained in full by the Bidder.
21. "Date of Completion of the Works" means the date certified as such in the Completion Certificate in accordance with Clause 16.3.
22. "Delay Event" means any event set out at Clause 13.3.
23. "Equipment" means any apparatus intended to be procured for the implementation of the Works which may either be manufactured indigenously or may be procured from abroad.
24. "Execution of the Works" means the design, procurement, supply, assembly, erection, installation, testing, commissioning, trial runs and completion of the Works and the correction of defects in the Works and all works and things required to be undertaken pursuant to the Contract and "Executed", "Execute" and "Execution" shall be construed accordingly.
25. "Force Majeure Period" means, the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party, acting in accordance with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused in accordance with the Contract.
26. "Good Industry Practice" means the exercise of the highest degree of skill, diligence, prudence, safety and foresight in compliance with the undertakings and obligations under the Contract which would be expected from a skilled and experienced person engaged in the planning, design, execution, testing, implementation, operation and maintenance or supervision or monitoring thereof or any of them of works of the type, nature and scope similar to that of the Works.
27. "Intellectual Property" means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layouts, confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
28. "Liquidated Damages" means those damages described in clause 15 to be paid or allowed by the Bidder to Transport Department of Punjab or their authorized representative as compensation.
29. "Parties" means Transport Department of Punjab (or on behalf of) and the Bidder and "Party" means any one of those Parties
30. "Performance Standards" means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.

31. "Project" means the Setting up of Automotive Testing Stations (ATS) for Testing & Inspection of Vehicles for inspection of Transport vehicles including Three-Wheelers, Taxis, Buses and Trucks.
32. "Project Facility" shall mean the facilities as specified in the Tender document, being developed in accordance with the Project and includes all its buildings, equipment, facilities, software and systems and includes without limitation, where the circumstances so require, any expansion thereof from time to time and may include any new location. The proposed locations have been mentioned in clause 1.4 for "Scope of Works".
33. "Project Site" means that part of the site, on, under and over which the Works are to be Executed and any site to which any Bidder's Equipment- and Equipment are to be delivered and any other places as may be specified in the Contract as forming part of the Project Site.
34. "Relevant Authority" includes the Department of Customs and Excise, the Ministry of Finance, the Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises or any other subdivision or instrumentality thereof, any local authority, or any authority empowered by the Applicable Laws/rules.
35. "Required Insurances" means collectively the Project Facility Insurances and the Bidder Insurances.
36. "Required Manufacturers Warranties" means those warranties identified as such in Technical Conditions of Contract.
37. "Spare Parts" means the Commissioning Spare Parts and shall include such Maintenance Spare Parts as instructed by Transport Department of Punjab which are to be maintained successful bidder.
38. "Tax" means all forms of taxation, GST, duties, fees, imposts and levies cess including (but without limitation) income tax including withholding tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, registration/stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Bidder, its Sub bidders and any of their employees or Transport Department of Punjab (as the case may be and as set out hereunder), and the words "Taxation" and "Taxes" shall be construed accordingly.
39. "Technical Conditions of Contract" means the document entitled Technical Conditions of Contract, as included in the Contract, and any additions and amendment/ modifications to such document in accordance with the Contract. Such document includes but not limited to the design and /or other technical specifications for the Works.

40. "Termination Date" means the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
41. "Time for Completion" means the time for Completion of the Works as stated in Main Tender document or such time as may be varied from time to time in accordance with the Contract, calculated from the Commencement Date.
42. "Transport Department of Punjab" means Transport Department, Government of Punjab or T.D. Punjab, includes authorized representative or on behalf of.
43. "Works" includes (without limitation to) provision of sufficient land, construction of civil work, providing amenities and utilities at site, providing all facilities as per scope of work, designing, assembling and functional testing, delivery, installation, integration of systems and software, and system checking, testing and commissioning of the Equipment and supply of special tools, requisite software, supply of Spare Parts, including Project Facility, operations and maintenance as agreed with Transport Department of Punjab for the stipulated Operation Period/ Operation Tenure.

1.2 Interpretation

1.2.1 In the Contract, unless the context otherwise requires or as otherwise expressly stated:

1. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity).
2. The Technical Conditions of Contract form an integral part of the Contract and will be in full force and effect as though they were expressly set out in the body of these Conditions. Terms defined in this Annexure, and Technical Conditions of Contract shall have the same meaning throughout the Contract.
3. Definitions within Clauses have the meaning ascribed thereto.
4. Metric system of measurement shall be used exclusively in the Contract.

1.3 Communications

1.3.1 Wherever these Conditions provide for any agreement, or the giving or issuing of any consent, approval, authorization, notice, certificate, request, determination, information or report ("communication") from or by any Party such communication shall be valid and effectual only if:

1. In writing under the hands of a duly authorized representative of such Party and delivered by hand (against receipt), sent by recognized courier, registered mail, or transmitted by facsimile transmission; and
2. Delivered sent or transmitted to the address for the recipient's communications as stated by Transport Department of Punjab.

1.4 Confidentiality

- 1.4.1 The Bidder shall disclose to Transport Department of Punjab (or their authorized representative) any Confidential Information and other information as Transport Department of Punjab may reasonably require for verifying the Bidder's compliance with the Contract. Further, the Bidder shall not, without the previous written consent of Transport Department of Punjab, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Sub bidders or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.
- 1.4.2 The Bidder shall not without the prior written permission of the Transport Department Punjab Representative:
1. Disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Transport Department of Punjab in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance;
 2. make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and
 3. communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions, quantity, quality or other information, concerning the Works.
- 1.4.3 Any document, other than the Contract and enumerated in the Contract shall remain the property of Transport Department of Punjab and shall be returned (in all copies) to Transport Department of Punjab on completion of the Bidder's performance under the Contract, if so required by the Transport Department of Punjab.
- 1.4.4 RTI related information: - The bidder shall disclose to Transport Department Punjab, on their instructions, any information required under RTI Act.

1.5 Bidder's Documents

- 1.5.1 The Bidder's Documents shall mean and include the following which shall be deemed to form a part of the Contract:
1. Tender Document including letter forwarding the tender documents, instructions to bidders and the conditions described in this Annexure.
 2. Specifications of the Equipment to be furnished under the Contract in the Technical Conditions of Contract;

3. Bidder's bid proposal and the documents attached thereto including the letters of clarifications thereto between the Bidder and Transport Department of Punjab prior to the award of the Contract except to the extent of repugnancy;
 4. all the materials, literature, data and information of any sort given by the Bidder along with its bid, subject to the approval of Transport Department of Punjab;
 5. Letter of award and any agreed variations of the conditions of the documents and special terms and conditions of the Contract, if any; Transport Department of Punjab may reasonably require
- 1.5.2 The Bidder shall prepare all Bidder's Documents and shall submit the Bidder's Documents to Transport Department of Punjab as may be required/ directed by Transport Department of Punjab and /or as called for in the Contract and in numbers and format required by the Contract and/ or by Transport Department of Punjab.

1.6 **Conflict of Documents**

In the event of any conflict between the documents, the decision of the Transport Department of Punjab shall be final and binding upon the Parties.

1.7 **Transport Department of Punjab Instructions**

- 1.7.1 All instructions given by Transport Department of Punjab or by any person executing delegated functions will be issued in writing and in such form as will be advised to the Bidder after the Effective Date
- 1.7.2 Where the Bidder fails to comply with an instruction, Transport Department of Punjab may engage others to give effect to the instruction. All costs and charges incurred by Transport Department of Punjab authorized representatives in engaging others shall be paid by the Bidder to Transport Department of Punjab or may, without prejudice to any other method of recovery, be deducted by Transport Department of Punjab from any payment due to the Bidder or may be recovered as a debt due and payable to Transport Department of Punjab on demand.
- 1.7.3 The Bidder shall take instructions, notices, communications, decisions and approvals only from Transport Department of Punjab.

1.8 **Commencement:**

The Contract shall become legally binding and in force only upon: the submission of the Security Deposit; and satisfaction of any other condition(s) required by Transport Department of Punjab

2 THE WORKS SITE

2.1 Access to and possession of the Project Site

2.1.1 The Bidder shall be in exclusive possession of whole of the works site during execution of the Works at the Project Site. The bidder shall not use the project site for any purpose other than for the purpose of execution of the works and shall bear all costs and charges for any approach road required by it.

2.2 Unauthorized persons

2.2.1 The Bidder shall be fully responsible for the presence on or around or for the entry to the Project Site or for any other act, omission, default or interference affecting the Project Site or the Execution of the Works or caused by any person not authorized to be on the Project Site.

2.3 Condition of the Project Site

2.3.1 Information of the project site

The Bidder acknowledges and agrees that they are aware of all information and data on climatic, hydrological, topographical, geographical and general conditions relating to the Project Site and that the Bidder enters into the Contract based upon his own investigations and determinations.

2.3.2 Bidder shall satisfy Transport Department of Punjab regarding selection of the project site, its location and surroundings,

3 THE BIDDER

3.1 The Bidder's general responsibilities

3.1.1 Subject to and in accordance with the terms and conditions of the Contract, the Bidder shall to the satisfaction of Transport Department of Punjab, Establish and Execute the Works and carry out its other obligations under and/or in relation to the Contract and provide all personnel and labour, including the supervision thereof, materials, offices, workshops, tools, machinery, equipment and all other resources and things, whether of a temporary or permanent nature, required herein, and shall assume full responsibility for the same so as to meet the Time for Completion.

3.1.2 The Bidder shall at its own expense:

1. Take full responsibility for the adequacy, stability and safety of the Works, labour, equipment and of all on-site and off-site operations and methods of assembling, construction, installation, commissioning, testing and reliability.
2. Do everything necessary (including the payment of all relevant fees) to acquire and maintain all Applicable Clearances. (For Erection & operation if any clearances required, the successful bidder should obtain them from concerned authorities); Bidder will provide/arrange all applicable clearances for erection of the center. The selected bidder has to obtain applicable clearances for operating the center.
3. At all times ensure that it has sufficient, suitable, competent and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Bidder under the Contract and to provide full attention to the Execution of the Works.

3.1.3 The Bidder's representations and warranties

1. The Parties agree that the principal objective of the Contract is the timely completion of the Project Facility of which the Works/ATS form an integral part and that time is the essence of the Contract. The Bidder warrants that it is fully experienced in the planning, programming and design (to the extent required by the Contract) of the establishment of the ATS as per the scope of work, complexity, size and technical sophistication of the Works and that it possesses the level of skill, expertise and experience, upon which the Transport Department of Punjab or their authorized representative is entirely reliant.
2. It has satisfied itself as to, and adopts and accepts full responsibility for any design of the Works contained in and reflected by Technical Conditions of Contract
3. It shall exercise in the design and specifications for the Works all the skill, care and diligence to be expected of professionals experienced in and possessing all the

expertise necessary for similar projects of the size, scope, complexity and technical sophistication of the Works.

4. The Works have been and will continue to be designed and specified utilizing state of the art systems, procedures and technology, high quality goods, materials and equipment and high standards of workmanship and fabrication in compliance with Technical Conditions of Contract.
5. The Bidder further warrants that upon the Date of Completion of the Works, the Works will be in a condition which will enable Transport Department of Punjab to meet those Performance Standards which relate to the Works.
6. That it recognizes that the process of producing, optimizing, developing and finalizing the design of the Works will require the closest consultation, co-operation and co-ordination between itself, Transport Department of Punjab, any Relevant Authority and the Related Works Bidders and that it has taken account.
7. That it is fully responsible for the integration of and for the full and complete co-ordination of the Works with the Related Works and that.
 - a. The Bidder has programmed and will continue to programme the Execution of the Works in such a way as to ensure its compliance with its obligations in respect of Related Works as set out in Clause 8.

3.2 Workmanship

- 3.2.1** The Works will be Executed and defects, remedied in accordance with Good Industry Practice, using state of the art systems and technology and accepted professional standards, codes of practice and regulations, and shall meet the intents and objectives of the Contract and comply with all Applicable Laws and be in accordance with Technical Conditions of Contract and other requirements of the Contract.
- 3.2.2** The personnel to be employed by the Bidder shall be properly skilled, competent and experienced having regard to the nature and extent of the Works.
- 3.2.3** The Works and every part thereof will be complete in all parts, will be free from defects in materials and workmanship and will be in conformity with Technical Conditions of Contract.

3.3 Equipment

- 3.3.1** It will ensure that the Works will comprise Equipment which is of sound and merchantable quality and which is manufactured and prepared in accordance with the Applicable Laws and with Good Industry Practice applicable at the time of construction and/or installation and shall meet all the specifications and standards prescribed in the relevant sections this tender.
- 3.3.2** That the Equipment, notwithstanding any acceptance by Transport Department of Punjab, shall where appropriate be manufactured specifically for the Contract and be new and

unused, will be complete in all its parts, free from defects and will meet the requirements of the Contract and in particular, but without limiting the generality of the foregoing will be such that the Works as a whole and each and every part thereof shall meet Technical Conditions of Contract.

3.3.3 Indemnity

The Bidder shall at all times save harmless and indemnify Transport Department of Punjab from and against all claims, liabilities, expenses, costs, damages and losses suffered or incurred by bidder including consequential losses and damages which may arise out of, or in connection with any defect, damage during transportation, inadequacy or unsuitability of the design, manufacture, workmanship or materials, or failure to meet in any, or all respects, the requirements of the Contract.

4 SUBCONTRACTING

4.1 Subcontracting

4.1.1 The Bidder may subcontract any part of the Works with the prior consent of the Transport Department of Punjab. Any such consent shall not relieve the Bidder from any liability or obligation under the Contract and the Bidder shall be responsible for the acts, defaults, omissions and neglects of any Subcontractor, his agents, servants or workmen.

4.2 Responsibility

4.2.1 Subcontracting does not relieve the Bidder from any of its liabilities or obligations under the Contract.

4.2.2 The Bidder shall be fully responsible for the acts, defaults, omissions and neglects of any Subcontractor and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Bidder.

4.3 Subcontract Terms

4.3.1 The Bidder shall ensure that:

1. every Sub contractor has knowledge of the relevant terms of the Contract and provisions in the Contract relating to confidentiality and each Subcontract entered into by the Bidder shall be let on such terms and conditions as are reasonably necessary for the Bidder to ensure compliance with its obligations under the Contract;

5 SPARE PARTS

5.1 The Bidder shall be responsible, at its own cost, for the maintenance of the Spare Parts. Such cost shall include all costs such as customs duty for imported Spare Parts, left behind items, replacement or breakdown spare parts as well as costs for storage and insurance costs in relation to the maintenance of the Spare Parts in storage.

5.2 The Bidder shall ensure that:

5.2.1 As at the Completion of the Works, there is a full complement of Spare Parts safely stored and packed.

5.2.2 The Bidder shall maintain, revise and update any list of Spare Parts in accordance with the instructions of the Transport Department of Punjab

6 ENVIRONMENTAL COMPLIANCE

6.1 The Bidder shall comply with all statutory environmental requirements applicable to works but not limited to those stipulated in the Contract and with all Applicable Laws and regulations having application to the Project Facility, including but not limited to standards for noise and vibration levels and airborne and waterborne pollutants.

7 ELECTRICITY, WATER

7.1 General arrangements

7.1.1 The Bidder shall be responsible for making all its arrangements for paying all charges in connection with consumption of electricity, calibration, gases, water and the disposal of sewage and other waste as may be necessary for the Execution of the Works and operation of the ATS for approved period identified through the bidding process.

7.1.2 Successful bidder will make arrangement of drinking water, water for other usage & electricity at respective site. Bidder will be responsible for paying water & electricity charges.

8 RELATED WORKS

8.1 Acknowledgement

8.1.1 The Bidder acknowledges that Related Works shall be performed and that it is of paramount importance that the Execution of the Works are fully and completely co-ordinate with the Related Works in view of their concurrent and sequential nature and that such coordination is of the utmost importance to the successful integration of the Works with the Related Works and to the timely completion of the Project Facility and the avoidance of unnecessary duplication of efforts. The Bidder agrees that it shall take all

necessary steps to coordinate with the Related Works Bidders for the integration of the Works and the Related Works.

8.2 Failure to co-ordinate

8.2.1 In the event that the Execution of the Works and execution of the related works are not being coordinated and integrated to the reasonable satisfaction of the Transport Department of Punjab, Transport Department of Punjab may issue such instructions as are necessary including, but not limited to:

1. Suspending the progress of the Execution of the Works or any part thereof; and/or.
2. Changing the Works including the omission of work from the Contract and its execution by others.

8.2.2 For the avoidance of doubt, where Transport Department of Punjab acting reasonably, determines that an instruction under this Clause 8.2.1 is required as a result of a breach by the Bidder of its obligations under this clause 8.2.1, the Bidder shall not be entitled to any payment whatsoever in respect of any such instruction or to any extension of time in respect thereof and the costs to Transport Department of Punjab of such instruction including the cost of any such suspension, or removal and execution by others shall, without prejudice to Transport Department of Punjab other rights under the Contract, be deducted from the dues to the bidder.

8.3 Bidder to bear costs

8.3.1 The Bidder shall bear all costs and expenses associated with any Change or remedied work rendered necessary for the Execution of the Works or the work of any Related Works Bidder as a result of any failure on the Bidder's part to comply with the provisions of this Clause. Subject always to this Clause 8.3, if in the opinion of Transport Department of Punjab any cost is or is likely to be incurred as a result partially of a failure by the Bidder and partially as a result of a failure by a Related Works Bidder, then in the event that the Bidder and the Related Works Bidder are unable to agree on the apportionment of such costs between them, the Transport Department of Punjab may instruct the Bidder to make a Change or carry out any repair if deems necessary at the cost of bidder.

8.4 Bidder's indemnities

8.4.1 The Bidder shall indemnify and keep indemnified Transport Department of Punjab against all claims, proceedings, damages, costs, losses, charges and expenses of any nature whatsoever including any consequential losses or damages arising from the Bidder's failure to comply with its obligations under this Clause 8.

9 DELIVERY TO THE PROJECT SITE

- 9.1.1 Inspection on Arrival:** Upon arrival, the supplied equipment shall undergo an inspection in the presence of a team consisting of 4 - 5 members, as determined by the Transport Department of Punjab. All arrangements for this inspection, in consultation with the Transport Department of Punjab, shall be coordinated by the bidder. The bidder shall bear all costs related to the inspection, including travel, lodging, boarding, etc. These inspections will be conducted at the premises designated by the bidder in India, with a preference for locations within the state of Punjab, as outlined in "Annexure C - Acceptance Criteria." Certificates of calibration from recognized accreditation agencies, as specified in "Annexure C - Acceptance Criteria," must be submitted. In case re-inspection by the team is necessitated by any circumstance, the total expenses for the revisit shall be covered by the successful bidder.
- 9.1.2 Equipment Demonstration:** A demonstration of the performance of the supplied equipment will be conducted in accordance with the tests detailed in "Annexure C - Acceptance Criteria." The successful bidder shall provide a comprehensive acceptance procedure during the design review meeting.
- 9.1.3** Induction training and refresher training

During installation & commissioning of equipment at centers, induction training should be imparted to the Transport Department officers. Induction training should include classroom training & on-job training based on the actual equipment installed at test centers along with maintenance training.

Additionally, for a period of one month prior to completion of operation period, the bidder should organize refresher training for the Transport Department Officers. The refresher training should cover training on operation of equipment, regular maintenance of equipment & utilities, lane operation & management software & overall management of center.

9.2 Importation

- 9.2.1** The Bidder shall be responsible at its own cost for obtaining any Applicable Clearances necessary for the export of Equipment, from the country of origin.

9.3 Documents

- 9.3.1** Upon dispatch of each shipment of significant items of Equipment, the Bidder shall notify the Transport Department of Punjab by facsimile or email of the description of the Equipment and the estimated time and point of delivery and the Bidder shall furnish Transport Department of Punjab with all relevant documentation up on demand.

9.4 Manufacturer's warranties

9.4.1 Without prejudice to the Bidder's obligations and liabilities under the Contract, the Bidder must obtain and maintain, from the respective manufacturers, legally enforceable warranties for the Equipment.

9.5 Bidder's Equipment

9.5.1 In case of import of any Bidder's Equipment necessary for the Execution of the Works, the Bidder shall be solely responsible for (without limitation to) its transportation, importation, customs clearances and re-exports.

9.5.2 Transport Department of Punjab not liable for damage Transport Department of Punjab shall not at any time be liable for the loss of or damage to any of the Bidder's Equipment.

9.6 Conditions of hire of Bidder's Equipment

9.6.1 The Bidder shall upon request made by the Transport Department of Punjab at any time in relation to any item of hired Bidder's Equipment immediately notify to the Transport Department of Punjab Representative in writing the name and address of the owner thereof.

10 LABOUR AND BIDDER'S PERSONNEL

10.1 Labour Compliances

10.1.1 In the employment of labour for the Execution of the Works and operation of ATS thereafter till the completion of the approved contract period the Bidder shall comply and shall require its Sub-bidders to comply without limitation, with all requirements of any Applicable Law relating to the employment of workmen or any subsequent modification or re-enactment thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

10.2 Medical Facilities at Project Site

10.2.1 The Bidder shall, at its own cost, provide first aid kit, at the Project Site in relation to the strength of the Bidder's staff and workmen employed on the Works, directly or through petty bidders or Sub-Bidders.

10.3 Bidder to indemnify

10.3.1 The Bidder shall indemnify Transport Department of Punjab against any claim for legal action arising out of the Applicable Laws due to the failure of non-compliance of the provisions of the Applicable Laws which arise out of or in connection with the employment of any labour for the Execution of the Works and penalty or any other amount levied by the authorities from Transport Department of Punjab, shall be recoverable from the payments due to the Bidders or from the security deposit or both, as debt due and payable on demand.

10.4 Engagement of Labour

10.4.1 The Bidder shall make its own arrangements for the engagement of all labour, local and otherwise, skilled, semi-skilled and unskilled, as may be required for the proper and timely Execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

10.5 Project Site records and returns

10.5.1 The Bidder shall maintain and keep at the Project Site, wage books and time sheets showing the wages paid to and time worked by all labour employed by the Bidder and its Sub-bidders in and about the Execution of the Works or any part thereof and all records, forms, declarations, registers, notices, and copies of filings made with labour authorities as are required to be maintained by the Bidder pursuant to the Applicable Laws and the Bidder shall produce such wages books, time sheets and records for inspection by Transport Department of Punjab.

10.6 Bidder's Personnel

10.6.1 General

1. The Bidder shall at all times ensure that it has sufficient, suitable, competent and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Bidder under the Contract and to provide full

attention to the Execution of the Works, maintenance of ATS thereafter during contractual period.

10.6.2 The Bidder's Project Organization Chart

1. The Bidder's Project Organization Chart to be submitted by the Bidder to the Transport Department of Punjab Representative shall show the proposed organization to be established by the Bidder for carrying out the Works and shall be consistent with the Bidder's project organization chart submitted with the Tender submission. The chart shall evidence that the Bidder has the requisite organization in place and that it has designated and proposed suitable persons as Key Personnel, whose identities and bio-data it shall include with the Bidder's Project Organization Chart, to supervise the Execution of the Works and to deal with Transport Department of Punjab as appropriate.
2. The Bidder shall promptly notify the Transport Department of Punjab Representative of any proposed revision or alteration of the Bidder's Project Organization Chart.

10.7 Key Personnel

10.7.1 The Key Personnel are to be engaged throughout the period of the Contract and shall include suitably qualified and experienced personnel.

10.7.2 Technical Assistants

1. The Bidder and, where appropriate any Sub-bidder shall provide and employ in connection with the Execution of the Works, operation and maintenance of ATS thereafter only such engineers and technical assistants as are skilled and experienced in their respective callings and such engineers, managers, sub-representatives, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.

10.7.3 Removal of Bidder's employees

1. The Transport Department of Punjab may object to and require the Bidder to immediately remove from the Works at the Bidder's expense any person employed by the Bidder or its Sub bidders in relation to the Works and such person shall not be employed again upon the Works without the written permission of the Transport Department of Punjab. Any person so removed from the Works shall, unless the Transport Department of Punjab specifies otherwise, be replaced, at the Bidder's expense as soon as possible by a competent substitute approved by the Transport Department of Punjab.

11 TESTING DURING VEHICLE FITNESS INSPECTION

11.1 General

11.1.1 All materials and workmanship shall be of the respective kinds and standards described in the Contract and in accordance with Transport Department of Punjab or authorized representative's instructions and shall be subjected from time to time to such tests as provided for in the Contract. The Bidder shall provide such assistance, instruments, machines, consumables and artificial loads and labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as set out in the Testing Plans.

11.1.2 The Testing Plans shall be submitted to Transport Department of Punjab in the manner stated in the Contract or as otherwise directed by Transport Department of Punjab.

11.1.3 The Bidder agrees that neither the execution of any test nor the issue of any test certificate releases the Bidder from any of its responsibilities, obligations, or liabilities (including repair or replacement of any Equipment or part of the Works damaged during the carrying out of any Tests) under the Contract.

11.2 Pre- Acceptance Tests and Project Site Tests

11.2.1 The Bidder must:

1. Procure the carrying out of the Project Site Tests.
2. Not allow an item of Equipment to be transported to the Project Site unless it has successfully completed the Pre- Acceptance Tests.
3. Within [7 (seven)] days of completion of any Pre- Acceptance Tests or the Project Site Tests, the Bidder may inform Transport Department of Punjab of the suitability of the machinery.

12 TIME FOR COMPLETION

12.1 The successful bidder shall deploy an Implementation Team with demonstrable skills and experience in order to achieve the Timelines mentioned in the table below:

Sr. No.	Activities	Timelines for the Bidder
1.	Issuance of Letter of Award (LoA).	M1 months
2.	Submission of land ownership document or a registered lease agreement.	Within 3 (Three) months from the Issuance of Letter of Award (LoA)
2.	Construction of ATS Centers including equipment foundation work	Within 13 (Thirteen) months from the Issuance of Letter of Award (LoA)
3.	Delivery of utilities at sites	1 (one) week prior to delivery of equipments at sites
4.	Installation & commissioning of utilities at sites	1 (one) week prior to installation of equipment at sites
5.	Inspection on arrival of equipment at site of Bidder's choice in India, preferably in Punjab	1 (one) month prior to delivery at Centres
6.	Delivery of equipment at sites	Within 13 (Thirteen) months from the Issuance of Letter of Award (LoA)
7.	Installation of equipment	Within 14 (Fourteen) months from the Issuance of Letter of Award (LoA)
9.	Commissioning and acceptance of equipment	Within 14 (Fourteen) months from the Issuance of Letter of Award (LoA)
10.	Training of staff deputed by Motor Vehicles Department, Government of Punjab	
11.	Commencement of operation	Within 15 (Fifteen) month. After successful completion of commissioning, acceptance of equipment and getting the authorization letter from Transport Department, Government of Punjab.

13 EXTENSION OF TIME FOR COMPLETION

13.1 Bidder's notice of event likely to cause delay

13.1.1 The Bidder shall closely monitor the progress of the Works and shall give written notice to Transport Department of Punjab as soon as it can foresee any incident, circumstance and/or event of any nature affecting or likely to affect the progress of the Works such that the Completion of the Works will be or is likely to be delayed; or

13.1.2 Should it have been unable to foresee such an incident, circumstance and/or event, then as soon as it becomes aware of the commencement of the incident, circumstance and/or event which has affected or is likely to affect the progress of the Works such that Completion of the Works will be or is likely to be delayed.

13.2 Reasons for delay and extension of time

13.2.1 It shall be a condition precedent to any extension of time by Transport Department of Punjab under any provision of the Contract, that in respect of each and every incident, circumstance or event identified in the notice given in accordance with clause 13.1.1, the Bidder shall, as soon as possible after such notice but in any event not later than [30 (thirty)] days after such notice or such longer period as Transport Department of Punjab may in its absolute discretion determine, notify Transport Department of Punjab in writing of any factors and the relevant Contract provision which it considers may entitle it to claim an extension of time together with a statement, providing details, reasons, explanation and any further substantiation for the delay.

13.3 Delay Events

13.3.1 Subject to the other provisions of this Clause 13, the Bidder will only be entitled to an extension of the Time for Completion where a delay to the achievement of Completion is caused by:

- i. Change instructed other than where such Change is instructed as a consequence of any default or breach of the Contract by the Bidder; or
- ii. Any act, omission, default or breach by Transport Department of Punjab; or
- iii. A Force Majeure Event.

13.4 Transport Department of Punjab to determine extension

13.4.1 Subject always to proper compliance by the Bidder with the provisions of this Clause 13, Transport Department of Punjab shall consider any extension of the time for completion and shall notify the bidder accordingly.

13.5 Compliance

- 13.5.1** The Bidder shall constantly use its reasonable endeavors to prevent and/or minimize delay in the progress of the Works, howsoever caused, and to prevent Completion of the Works being delayed or further delayed beyond the Time for Completion and the Bidder shall not be entitled to an extension of time in respect of any cause of delay nor for any period of delay which by the exercise of reasonable endeavors could be avoided or reduced (to the extent that such could have been reduced). The onus of proving that the Bidder has exercised all reasonable endeavors, and that despite such endeavors, the delay could not be avoided or reduced, shall in all cases rest with the Bidder;
- 13.5.2** The Bidder shall not under any circumstances be entitled to an extension of time where the delay or likely delay is, or would be, attributable to the default, breach, negligence, improper conduct or lack of endeavor of the Bidder or any persons for whom it is contractually or otherwise responsible;
- 13.5.3** The Bidder shall have kept and maintained such records (including those referred to in the notices under this Clause 14 [Extension of Time for Completion] as may be reasonably necessary to support any claim for an extension of time it may subsequently wish to make;
- 13.5.4** Transport Department of Punjab shall not be obliged to take into account any circumstances which are not notified to it in accordance with the periods referred to in this Clause 13 but may upon the written request of the Bidder at its discretion may extend the said periods if it considers the request for such extension reasonable.

14 PROCEDURE FOR EXTENSION

14.1 Notice of extension

- 14.1.1** If the Bidder considers that it may have grounds to claim any extension of time pursuant to any Clause of the Conditions or otherwise, it shall in addition to compliance with any other procedure or obligation in relation thereto, give notice to the Transport Department of Punjab, [14 (fourteen)] days after the event giving rise to the event has first arisen. The notification shall include details of the clause under which the extension is made, the circumstances in which the extension arises and details of the records that the Bidder will maintain to substantiate its say.

14.2 Substantiation of say

- 14.2.1** Within [28 (twenty-eight)] days, or such lesser time as may be reasonably required by the Transport Department of Punjab, of giving notice under Clause 14.1, the Bidder shall send

to the Transport Department of Punjab detailed particulars of the say and the grounds upon which the say is based.

15 LIQUIDATED DAMAGES

- 15.1** If the Bidder fails to Complete the Works in accordance with the Contract so that the Date of Completion of the Works has not occurred within the Time for Completion or in the event the Bidder defaults or is in breach of any of its obligations under the Contract or the Bidder is non-compliant with or negligent in relation to any condition specified under the Contract or causing damages to Transport Department of Punjab in any form, then the Bidder shall pay or allow to Transport Department of Punjab Liquidated Damages for such default/ breach/ delay/ non-compliance/damage which is a genuine pre-estimation of and reasonable compensation for non-fulfillment of term related to time for completion, for every day which shall elapse between the Time for Completion and the date stated in the Completion Certificate as being the Date of Completion of the Works or for every day for which such breach or default (if capable of remedy as determined by the Transport Department of Punjab) continues till the date of remedy. Liquidated damages in the event of delayed delivery beyond agreed schedule will be levied at Rs. 25,000 per week per center. Bidder should pay such dues before putting the “Works” in operation to the Transport Department of Punjab.
- 15.2** The payment of Liquidated Damages does not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities of the Bidder under the Contract.
- 15.3** For the avoidance of doubt and without prejudice to any continuing obligations of the Bidder under the Contract or otherwise, the issue of any Completion Certificate does not relieve the Bidder in respect of Liquidated Damages which have accrued up to the date of such Completion Certificate, but which have not yet been paid by the Bidder.

15.4 Genuine Pre-estimate of Damages

- 15.4.1** The Parties recognize the expense and inconvenience likely to be incurred from any need to prove the loss and damage that will be suffered by Transport Department of Punjab in the event of a failure by the Bidder to achieve Completion of the Works by the relevant Time for Completion or for breach or omission or non-performance of any obligation/ condition by the Bidder under the Contract. The Parties acknowledge that the Liquidated Damages is a genuine pre-estimation of and reasonable compensation for the inconvenience loss and damage that will be suffered by Transport Department of Punjab in the event of any such failure on the part of the Bidder.

16 COMPLETION OF WORKS

16.1 The Date of Completion of the Works shall be the date upon which the following criteria have been satisfied or waived in writing by Transport Department of Punjab at its sole discretion:

- a) The Execution of the Works until the entire establishment of ATS and commissioning of equipment and readiness of the ATS to conduct the tests required under prevalent CMVR regulations and this tender;
- b) All outstanding work which Transport Department of Punjab requires to be completed by bidder before issue of the Completion Certificate, has been satisfactorily completed;
- c) All the training obligations of the Bidder to be performed during the Execution Period have been satisfactorily completed in accordance with the Contract;
- d) The Bidder has provided to the Transport Department of Punjab any amendment or update of any information and documentation, which is required by the Transport Department of Punjab.

16.2 The Bidder acknowledges that until the Works are Complete, Transport Department of Punjab shall not be able to allow the operations of ATS.

16.3 Application for an issue of the Completion Certificate

16.3.1 The Bidder shall make a written application to Transport Department of Punjab for a Completion Certificate.

16.3.2 Transport Department of Punjab shall, within 7 days after receiving the Bidder's application in accordance with Clause 16.3.1 issue the Completion Certificate to the Bidder with a copy to their authorized representatives stating the date upon which the Works achieved Completion and specifying any outstanding work, if any, which the Bidder is required to complete and the period or periods within which such work is required to be completed.

17 EFICIENCIES IN “WORKS” DURING CONTRACT PERIOD

17.1 The Transport Department of Punjab shall have the right, but not the obligation, to instruct the Bidder in writing to execute all such work of repair, amendment, replacement of any parts of the Equipment, rectification of defects, imperfections or other faults in the Works and any part thereof, as the case may be, at any time during the Contract Period.

17.2 All such work instructed under Clause 1&2 of “Disclaimer” shall be carried out by the Bidder at his own expense.

17.3 At all times during the Contract Period, Transport Department of Punjab shall be fully entitled to Execute all work of repair, amendment, replacement of any parts of the Equipment, rectification of defects, imperfections or other faults in the Works and any part thereof, as the case may be, by its own workmen or by other bidders and if the necessity thereof shall in the opinion of the Transport Department of Punjab be due to the use of materials or workmanship not in accordance with the Contract or the neglect or failure on the part of the Bidder, Transport Department of Punjab shall be entitled to recover from the Bidder the cost thereof or may deduct the same from any monies due or that become due to the Bidder.

17.4 Continuing Obligations

17.4.1 Notwithstanding the expiry of the Contract Period, the Bidder shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the expiry of the Contract Period which remains unperformed upon the expiry of the Contract Period and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the Parties.

18 CHANGES

18.1 General

18.1.1 The Bidder shall not carry out any Change except as directed by Transport Department of Punjab. The Transport Department of Punjab shall have the power to, from time to time, for the Execution of the Works, to instruct the Bidder, by notice in writing to carry out Changes without prejudice to the Contract.

18.1.2 The Bidder acknowledges and accepts that no Change shall in any way vitiate or invalidate the Contract.

18.1.3 Subject to the terms of this Clause 18, the Bidder will be required to perform any Change howsoever initiated and be bound by the same conditions as far as applicable, as though the said Changes occurred in the Contract.

18.1.4 Transport Department of Punjab reserves the right to increase or decrease the quantities of items under the Contract but without any change in the “contract tenure” and user charges.

18.2 Procedure for Changes

18.2.1 Transport Department of Punjab has the right to initiate a Change at any time by either:

- a) Instructing in writing a Change Order in which case the Bidder shall comply with Clause 18.2.1; or
- b) Issuing a written notice proposing a Change (a “Change Notice”).

18.2.2 Within [14 (fourteen)] days of receipt of a Change Notice, the Bidder shall provide to Transport Department of Punjab a written statement setting out detailed particulars of any effect the proposed Change would have on the Works and Related Works and/or on any other provisions of this Contract if the proposed Change is effected (a “Change Notice Response”).

18.2.3 Following receipt of a Change Order, the Bidder must immediately implement the Change subject to the following terms:

- a) Any extension of time will be determined and Transport Department of Punjab is entitled to take account of the Bidder's estimate (if any) when determining such extension of time;
- b) These Conditions (as amended from time to time) will apply to the Change as though it formed part of the Works.

18.2.4 Following receipt of a Bidder's Change Notice Response, Transport Department of Punjab may either:

1. Issue a written Change Order to the Bidder, on such terms and conditions as

- a. Transport Department of Punjab may deem appropriate;
 - b. withdraw the Change Notice.
2. The Bidder shall not be entitled to any costs or extension of time as a result of preparing a Change Notice Response if:
- a. The Bidder fails to comply with its obligation under clause 18.2; or
 - b. If the Transport Department of Punjab rejects the information provided by the bidder pursuant to Clause 18.2;

19 INTELLECTUAL PROPERTY

19.1 Intellectual Property

- 19.1.1** All Intellectual Property which is proprietary to Transport Department of Punjab or the Bidder, shall be the exclusive property of Transport Department of Punjab or the Bidder respectively, as the case maybe.
- 19.1.2** All Intellectual Property jointly developed by Transport Department of Punjab and the Bidder or developed by the Bidder for the purposes of the performance, execution and implementation of the Works shall be the exclusive property of Transport Department of Punjab. The Bidder shall however be entitled to use such Intellectual Property for approved contract period without payment of any charges to Transport Department of Punjab provided that such Intellectual Property is used by the Bidder itself for development of facilities owned by the Bidder. The use of any Intellectual Property for any facility other than facility owned by the Bidder shall be permitted subject to the execution of a non-exclusive and revocable license agreement with Transport Department of Punjab on such terms and conditions as maybe agreed to between Transport Department of Punjab and the Bidder.

19.2 Patent Rights and Royalties

- 19.2.1** Royalties and fees for patents covering equipment, materials, articles, apparatus, devices or processes used in the Works shall be deemed to have been included for the “user charges” during the contract. The Bidder shall satisfy all demands that may be made at any time for such royalties or fees and the Bidder shall be liable for any damages or claims for patent infringements and shall keep Transport Department of Punjab indemnified in this regard. The Bidder shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works and in case of any award of damages, shall pay for such damages. In the event any apparatus or equipment or any part thereof furnished by the Bidder, is in a suit or proceeding is held to constitute infringement and its use is enjoined, the Bidder shall at his

option and his own expense, either procure for “Works”, to continue the use of such apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it so it becomes non-infringing.

20 INSURANCES

20.1 Project Facility Insurances

20.1.1 Successful bidder at its cost and expense, purchase and maintain in force (or procure that they are taken out and maintained in force) with reputable insurers, the Project Facility Insurances.

20.2 Bidder Insurances

20.2.1 The Bidder shall at its cost and expense, purchase and maintain in force (or procure that they are taken out and maintained in force) with reputable insurers, the Bidder's Insurance like Accident Insurance of manpower etc.

20.3 Premiums

20.3.1 Successful bidder will bear the cost of all insurance premiums in relation the Project Facility Insurances, and the cost of all insurance premiums in relation to the Bidder's Insurances.

21 TAXES AND DUTIES

21.1 Bidder to pay Taxes

21.1.1 Unless specifically stated elsewhere in the Contract, the Bidder is solely liable for payment of, and warrants that it will pay, or ensure the payment of:

- a. All Taxes (all applicable taxes imposed by central and state government and local bodies such as GST, custom duty, excise, VAT, octroi etc.);
- b. All contributions payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Bidder or its Sub-bidders in respect of the Works, including Taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;
- c. The cost of all import or export licenses if required in respect of the bidder's Equipment and Spare Parts;

- d. The cost of any port dues including (but not by way of limitation) wharfage dues, storage charges, quay rent, craneage, shipping dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading, portage and overtime fees for any goods, materials and Bidder's Equipment and Spare Parts to be used in connection with the Execution of the Works;
- e. All charges and other expenses in connection with the landing and shipment of all goods and equipment and any part thereof, materials and other things of whatsoever nature brought into or dispatched from India for the purposes of the Contract; and
- f. The bidder indemnifies and keeps indemnified Transport Department of Punjab against all liability for payment of all of the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment;
- g. Withholding Tax/Income Tax deducted at source
- h. The Bidder shall be responsible for payment of all Taxes on the income, surcharge on income tax and corporate tax in respect of the Contract, irrespective of the mode of contracting. Transport Department of Punjab shall not in any way be liable for payment of such taxes. Transport Department of Punjab shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Bidder, and the amount so deducted shall be deemed to be a payment made to the Bidder. Transport Department of Punjab shall provide a certificate certifying the deduction so made.

21.2 Operation Cost

21.2.1 The Bidder on its own cost will appoint as specified in the prevalent clauses of this tender, operational manpower as per guideline of Indian Labor Law.

21.2.2 The safety and compensation due if any of the operational staff will also be taken into consideration.

21.3 General

The Bidder shall fully indemnify, save harmless and defend Transport Department of Punjab including its officers, servants, agents and subsidiaries as well as the Transport Department of Punjab from and against any and all loss and damages arising out of or with respect to failure of the Bidder:

- a. To comply with Applicable Laws and Applicable Clearance.
- b. To make payments of Taxes relating to the Bidder's Sub-bidders and representative's income or other Taxes required to be paid by the Bidder without reimbursement hereunder.

- c. To pay amounts due as a result of materials or services furnished to the Bidder or any of its Sub-bidders which are payable by the Bidder or any of its Sub-bidders or any other person employed or engaged by the Bidder in connection with the Works.

22 OPERATIONS AND MAINTENANCE MANUALS

22.1 Operation & Maintenance Manual

22.1.1 The Bidder must obtain for Transport Department of Punjab all relevant instruction manuals in respect of the design, installation, erection, supply, extension, repair, operation and maintenance of the Works, any parts thereof and any special directions or recommendations from the relevant manufacturers of any Equipment and must itself provide written instructions where such are not available from such manufacturers.

22.1.2 The Operation & Maintenance Manual and SOP must be prepared:

1. Based on all relevant instruction manuals and special directions or recommendations from the relevant manufacturers of any Equipment or parts thereof obtained in accordance with Clause 22.1.1.
2. So as to provide Transport Department of Punjab with such detail and information as may be necessary for use by Transport Department of Punjab.
3. Based on a maintenance plan for each part of the Works that is consistent with and intended to ensure that, each part achieves any design life specified in respect thereof in the Contract.
4. Based on Good Industry Practice.
5. In full consideration of the experience, level and technical background of Transport Department of Punjab personnel.

22.1.3 The Bidder warrants that adherence to the Operation & Maintenance Manual will facilitate and ensure the operation and maintenance of the Project Facility at the levels of capacity, safety, efficiency, reliability and maintainability required by the Contract.

22.2 Training

22.2.1 The Bidder shall provide comprehensive training in the operation and maintenance of the Works to Project Facility operations personnel with an objective of the timely, efficient, economic and safe operation and maintenance of the Works and the Project Facility.

22.2.2 The successful bidder shall provide technical training on all the sites to the staff and officers of the transport department. The frequencies of such trainings will be at least 1 training per quarter at each location for initial two years.

22.2.3 The Bidder represents and warrants that:

- i. The qualifications and levels of experience of the Project Facility operations personnel shall be sufficient to operate and maintain the Project Facility in accordance with the Contract and the Operation & Maintenance Manual; and
- ii. The training of specified numbers of suitably qualified Project Facility operations personnel has been or will be fully and properly undertaken under the provisions and in accordance with the terms and conditions of the Contract in order to secure the availability of a sufficient number of skilled and experienced personnel properly to undertake at all times during the Project Facility operations period in a timely, efficient, economic and safe manner, the day to day operations of the Project Facility and the performance of routine and preventative maintenance thereof.
- iii. The cost and expense of complying with its obligations under this Clause 22.2 shall be deemed to have been considered while quoting "Operation Tenure/ Operation Period" with the Authority specified "user charges" by the Bidder.

23 BIDDER'S COVENANTS

23.1 Urgent repairs

23.1.1 If by reason of any accident or failure or an emergency or other event occurring to, in or in connection with the Works or any part thereof during the period of the Contract, any repair shall, in the opinion of Transport Department of Punjab, be urgently necessary and the Bidder is unable or unwilling or not available at once to do such repair, Transport Department of Punjab may by its own or other workmen do such repair as Transport Department of Punjab may consider necessary. If the repair so done by Transport Department of Punjab is the work which, in the opinion of the Transport Department of Punjab, the Bidder was liable to do at its own expense under the Contract, all costs and charges properly incurred by Transport Department of Punjab in so doing plus 5% administrative charges shall within [14 (fourteen)] days from the date of receipt of the claim be paid by the Bidder to Transport Department of Punjab or may without prejudice to any other method of recovery, be deducted by Transport Department of Punjab from any monies due or which may become due to the Bidder or may be recovered as a debt. For delay in reimbursement of such dues the interest@18% per month shall be charged All penalties will be as per the SLA (service level Agreement) prescribed at Annexure: VII A. If the bidder does not make the necessary payments within this 30 days period, the operations of the ATS will be under suspension, until the entire payment is made by the bidder. The penalties defined in Annexure: VII A, will still be applicable during the suspension period.

23.2 Improper Equipment

23.2.1 The Transport Department of Punjab, without prejudice to the generality of its powers, shall have the authority to issue instructions (which shall be effected by the Bidder with

all reasonable speed and at its sole expense without any right to an extension of time) from time to time for:

1. The removal from the Project Site, within such time or times as may be specified in the instruction, of any Equipment or any other part of the Works which, in the opinion of the Transport Department of Punjab, are not in accordance with the Contract.
2. The substitution of proper and suitable Equipment or any other part of the Works.
3. The removal and proper re-Execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of any workmanship by the Bidder is not, in the reasonable opinion of the Transport Department of Punjab, in accordance with the Contract.
4. Such testing, as it may consider necessary or desirable following any instruction issued pursuant to this Clause.

23.3 Illegal gratification

23.3.1 Bribe, commission, gift or advantage: Any bribe, commission, gift or advantage given or offered by the Bidder directly or through its partner, agent, officer or to any person/institution connected with Transport Department of Punjab, in relation to obtaining or the execute.

23.3.2 On of this or any other Contract with the Transport Department of Punjab shall in addition to any criminal liability which the Bidder may incur, subject the Bidder to termination of the Contract and all other Contracts with Transport Department of Punjab, and liability for payment of any loss or damage to Transport Department of Punjab, resulting from such termination. Transport Department of Punjab shall be entitled to deduct the amounts so payable from any money / moneys due to the Bidder alone, or jointly under the Contract or any other contract with Transport Department of Punjab. The Bidder shall not be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, suffered by the Bidder when the Contract is so terminated.

23.3.3 Monetary dealing of Bidder with employee of Transport Department of Punjab: The Bidder shall not lend or borrow money from, or enter into any monetary dealings or testing directly or indirectly, with any employee of Transport Department of Punjab, and if the Bidder does so, Transport Department of Punjab shall be entitled forth-with to terminate the Contract and all other Contracts with Transport Department of Punjab. The Bidder shall be liable to pay compensation for any loss or damage to Transport Department of Punjab resulting from such termination and Transport Department of Punjab shall be entitled to deduct the amounts so payable from the money(s) due to the Bidder.

23.4 Avoidance of Damage to Roads and Bridges**23.4.1 Bidder to prevent damage to roads and bridges**

1. The Bidder shall use every reasonable means to prevent any of the highways, railway or bridges connecting with or on the routes to the Project Site (including access and link roads) from being damaged or injured by any traffic of the Bidder or any of its Sub-bidders. In particular, the Bidder shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials to and from the Project Site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways, railways and bridges. In case of any damage or injury to the same, the Bidder's warrants indemnifying and holding harmless Transport Department of Punjab from and against claims, proceedings, damages, costs, charges or expenses in respect of the said damage.
2. Should it be found necessary for the Bidder to move one or more loads of Bidder's Equipment, machinery or pre-constructed units or part of units of works over part of a highway railway or bridge, the moving whereof is likely to damage any highway, railway or bridge unless special protection or strengthening is carried out, then the Bidder shall before moving the load on to such highway, railway or bridge give notice to the appropriate authority of the load to be moved and obtain the required approval of the said authorities for its proposals for protecting or strengthening the said highway, railway or bridge. The Bidder shall be responsible for the cost and expenses of any necessary work for the protection or strengthening the said highway, railway or bridge.

23.4.2 Access routes

- a) Transport Department of Punjab shall not be responsible for any claims which may arise from the use or otherwise of any access route to, from and over the Project Site;
- b) The Bidder shall provide such signs or directions along access routes to, from and over the Project Site as required by the Contract and shall obtain any permission which may be required for the provision of such signs and directions.

23.4.3 All operations necessary for the Execution of the Works or any part thereof shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with any or with the convenience of the public, or the access to, use and occupation of public or private roads or footpaths or any properties (adjoining the Project Site or otherwise).

23.5 Care of the Works, Liability for Accidents and Damage**23.5.1 Bidder to take full responsibility for care of the Works**

1. The Bidder shall bear full risk in and take full responsibility for the care of the Works and Equipment (and, without limitation for the care of any works carried out on the Project Site by other bidders) from the Commencement Date until the approved period of contract.

23.5.2 Responsibility to rectify loss or damage

1. If any loss or damage happens or occurs to the Works or any part thereof, or to any Equipment during the contract period the Bidder shall rectify the loss or damage at the Bidder's risk and cost, so that the Works and Equipment conform in every respect with the provisions of the Contract and are to the satisfaction of the Transport Department of Punjab.

23.5.3 Damage to persons and property

- a. The Bidder indemnifies and keeps indemnified Transport Department of Punjab against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Execution of the Works or during the Operation Period/ Operation Tenure and the remedying of any defects therein and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- b. Civil work has been exe
- c. Cuted as per PWD guidelines and BIS norms.

23.6 Clearance of the Project Site

1. On Completion of the Works, the Bidder shall clear away and remove from the Project Site all equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the Project Site and the Works clean and in a workmanship condition, tidy and in an aesthetically pleasing appearance to the satisfaction of Transport Department of Punjab. The Bidder shall, unless otherwise instructed in writing by Transport Department of Punjab, remove all signs of temporary construction facilities such as such as haul roads, work areas, structures, foundations of temporary works,

stockpiles of excess or waste materials and other vestiges of construction prior to the issue of the Completion Certificate.

23.7 Suspension of Works

1. Transport Department of Punjab reserves the right to suspend and re-instate the Execution of the Works, without invalidating the provisions of the Contract. The order for suspension or re-instatement shall be issued by the Transport Department of Punjab to the Bidder in writing vides a suspension order and the same shall be binding on the Bidder. The Bidder shall undertake any necessary action instructed by the Transport Department of Punjab to remedy the circumstances that led to the suspension and the Bidder shall notify the Transport Department of Punjab immediately upon completing such action. Upon resumption of the Works, the Bidder shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension. The Time for Completion of the Works shall not be extended if the issue such a suspension order was due in any way to the act, default, omission or breach by the Bidder.

24 FORCE MAJEURE

24.1 Force Majeure - Obligations of the Parties

24.1.1 “Force Majeure” shall mean any event beyond the control of Transport Department of Punjab or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i. War, hostilities, invasion, act of foreign enemy and civil war;
- ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- iv. Earthquake, fire, flood or cyclone, or other natural disaster.

24.2 Meetings with Transport Department of Punjab

24.2.1 As soon as reasonably practicable and in any case within [5 (five)] days of notification by the Affected Party in accordance with the preceding Clause 24.1, the Parties shall along with Transport Department of Punjab and others, meet and hold discussions and where necessary conduct physical inspection and/or survey of the Works to assess the impact and formulate mitigation measures for the Force Majeure Event.

24.3 Performance obligations

- 24.3.1** If the Affected Party is rendered wholly or partially unable to perform any of its obligations under the Contract because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform provided that in case the Affected Party is the Bidder, the Bidder shall be entitled to an extension of time for completion of the “works” and also the approve period of contract upto 15 years.
- 24.3.2** When the Affected Party is able to resume performance of its obligations under the Contract, it shall give to the other Party written notice to that effect forthwith and shall promptly resume performance of its obligations hereunder.
- 24.3.3** The Affected Party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with the Contract.

24.4 Liability for other losses, damages etc.

- 24.4.1** Save and except as expressly provided in this Clause 24 neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

24.5 Exceptions to Force Majeure

- 24.5.1** None of the following events shall be construed to relieve any Party of its obligations hereunder by reason of Clause 24:
1. Any changes in market conditions including without limitation changes that affect the supply prices of the Goods;
 2. Commercial impracticability or hardship;
 3. Party’s lack of funds.

25 DISPUTE RESOLUTION PROCEDURE**25.1 Amicable Resolution and Mediation**

- 25.1.1** Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of Transport Department of Punjab and so notified in writing by either Party to the other (the “Dispute”) shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in Clause 25.1.2below.
- 25.1.2** Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest

mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.

26 REPRESENTATIONS AND WARRANTIES, DISCLAIMER

26.1 Representations and Warranties of the Bidder

26.1.1 The Bidder represents and warrants to Transport Department of Punjab that:-

1. It is duly organized, validly existing and in good standing under the laws of incorporation of companies in India or in the country of its incorporation.
2. It has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the testings contemplated hereby.
3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the Execution, delivery and performance of the Contract;
4. It has the financial standing and capacity to Execute the Works;
5. The Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
6. It is subject to the Applicable Laws with respect to the Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
7. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect upon the Works;
8. No representation or warranty by the Bidder contained herein or in any other document furnished by it to Transport Department of Punjab in relation to Applicable Clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and willful suppression of any information related to contract condition.
9. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Bidder to any person to procure the Contract or any other benefit under the Contract to procure other Contracts in relation to which the Bidder may be a party in relation to the Project.
10. Without prejudice to any express provision contained in the Contract, the Bidder acknowledges that prior to the execution of the Contract, the Bidder has after a complete and careful examination made an independent evaluation of the Project Site, the Technical Conditions of Contract and any information provided by or on behalf of Transport Department of Punjab and has made an inspection of the Project Site and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Bidder in the course of performance of its obligations hereunder.

27 TERMINATION

27.1 Termination

27.1.1 Subject to the other provisions of the Contract, Transport Department of Punjab shall have the right to serve a notice of termination of the Contract on the Bidder and forthwith terminate the Contract without prejudice to any of its other rights and remedies against the Bidder and without being liable to pay any loss or compensation if:

1. If any distress or execution is levied upon any of the assets of the Bidder;
2. At any time during the currency of the Contract there is a change in the effective control of the Bidder as at the date of the Contract;
3. The Bidder fails to complete, test and commission the Bidder's Works/ Project Facility within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from Transport Department of Punjab in this regard.
4. Any of the following events occurs:
 - A. The passing of a resolution by the shareholders of the Bidder for the winding up of the Bidder;
 - B. The appointment of a liquidator in a proceeding for the winding up of the Bidder or the Bidder entering a compromise with its creditors; or
 - C. The making by the court of an order winding up the Bidder
 - D. The Bidder appoints a sub bidder without the prior approval of Transport Department of Punjab; or
 - E. The Bidder without the consent of Transport Department of Punjab assigns or transfers all or any of its rights or obligations under the Contract;
 - F. The Bidder repudiates the Contract or otherwise evidences an intention not to be bound by the Contract; or
 - G. As a result of Force Majeure, the Bidder is unable to proceed with the Works for a period of [90(ninety)] consecutive days or [180(One Hundred and Eighty)] days in a year (whichever is less);
 - H. If the Bidder or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of Transport Department of Punjab whose decision (without an obligation to give

reasons therefore) in this regard will be final, is prejudicial to the interests or reputation of Transport Department of Punjab.

- I. The Bidder offers, gives or promises any payment directly or indirectly to any government, political party, or official thereof, or any candidate for political office, or to Transport Department of Punjab in order to influence any substantive decision of, or induce any party or person to use its influence to offset any substantive decision of any Relevant Authority or Statutory Authority or Transport Department of Punjab in regard to any aspect of the Contract;
 - J. The Bidder makes any warranty or representation in or in accordance with the Contract which was materially incorrect when made so as to materially affect Transport Department of Punjab interests; or
 - K. In the event that the Bidder's liability for Liquidated Damages reaches the cap on such damages as set out in this Annexure and the Completion Certificate for the whole of the Works has not been issued; or
 - L. Fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Security; or
5. The Bidder has, without valid reason and Transport Department of Punjab consent, failed to commence the Works promptly, or fails to progress the Works regularly and/or diligently or
 6. The Bidder has failed to adhere to the Technical Conditions of Contract and in the reasonable estimation of the Transport Department of Punjab, such failure is likely to mean that Completion of the Works is likely to be delayed beyond the relevant Time for Completion; or
 7. The Bidder's personnel is/are incompetent, have acted in a manner prejudicial to Transport Department of Punjab best interest or have failed to comply with Transport Department of Punjab health, safety, environment or other rules or regulations and procedures; or

27.2 Termination Procedure

27.2.1 A notice of termination given pursuant to this Clause 27 (each a "Preliminary Termination Notice") shall specify in reasonable detail the circumstances giving rise to the Preliminary Termination Notice. If, within [21 (twenty one)] days following the

service by Transport Department of Punjab of a Preliminary Termination Notice, the Bidder pays all sums which are due and payable to Transport Department of Punjab or remedies the breach to the satisfaction of Transport Department of Punjab existing as at the date of the Preliminary Termination Notice then such Preliminary Termination Notice shall be revoked and all existing rights of termination in favour of Transport Department of Punjab under the Contract shall terminate and the Bidder shall continue to perform its obligations under the Contract in a diligent and proper manner.

27.2.2 Within the period of [21 (twenty one)] days following the receipt of the Preliminary Termination Notice by the Bidder and unless the Parties shall have otherwise agreed or the circumstances giving rise to the Preliminary Termination Notice shall have ceased to exist or shall have not been remedied, Transport Department of Punjab may terminate the Contract by giving written notice (a “Termination Notice”) to the Bidder and the Contract shall terminate on the date mentioned in the Termination Notice (“Termination Date”).

27.2.3 The termination of the Contract by Transport Department of Punjab for reasons other than breach can be made by a written notice to the Bidder and nothing herein will obligate Transport Department of Punjab to terminate the Contract or be liable for any exercising its right of termination and Transport Department of Punjab may pursue all remedies available in law instead of termination.

27.3 Upon Termination

27.3.1 Upon Termination for any reason whatsoever, the Bidder shall to the extent instructed by the Transport Department of Punjab shall cease all further work as instructed by the Transport Department of Punjab in the Termination Notice and the Bidder shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already executed.

27.3.2 In case of termination, the security deposit paid by the successful bidder shall be forfeited by the Transport Department of Punjab and all balance dues if any will not be paid to the bidder.

28 EXPIRY/COMPLETION OF OPERATION TENURE

Upon successful completion of Operation Tenure, the selected bidder/ operator and the Transport Department shall explore the possibility of extension of contract tenure based on discussions and mutual acceptance of terms and conditions as agreed upon. However, the Transport Department, Punjab reserves the right to extend or end the contract.

29 TRANSFER OF RECORDS

Upon successful completion of Operation Tenure, the selected bidder/ operator shall deliver and transfer relevant records, reports along with Warranty/Guarantee records.

30 MISCELLANEOUS

30.1 Assignment and Charges

30.1.1 Neither Party shall assign the Contract or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.

30.1.2 The Bidder shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Contract except with prior consent in writing of Transport Department of Punjab, which consent shall not be unreasonably withheld.

30.2 Governing Law and Jurisdiction

30.2.1 The Contract shall be governed by the laws of India. In respect of all matters arising out of or relating to the Contract, the Courts at Chandigarh, India shall have the jurisdiction to decide the matter.

30.3 Waiver

30.3.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Contract:

1. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
2. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
3. Shall not affect the validity or enforceability of the Contract in any manner.

30.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Contract

30.4 Survival

Termination or expiry of the Contract (i) shall not relieve the Bidder of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and (ii) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

30.5 Amendments

30.5.1 The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

30.6 Severability

30.6.1 If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

30.7 No Partnership

30.7.1 Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal to principal basis.

30.8 Entire Agreement

30.8.1 The Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations, commitments, representations, communications and agreements relating to the Contract either oral or in writing except to the extent they are expressly incorporated herein. The Bidder confirms that it has not relied upon any representation inducing it to enter into the Contract (whether or not such representation has been incorporated as a term of the Contract) and agrees to waive any right which it might otherwise have to bring any action in respect of such representation. The Bidder further confirms that there is not in existence at the date of the Contract any collateral contract or warranty of which the Bidder is the beneficiary which might impose upon Transport Department of Punjab obligations which are in addition to or vary the obligations

expressly contained in the Contract and which relate in any way to the subject matter of the Contract. The Bidder's only rights arising out of, or in connection with, any act, matter or thing said, written or done, or omitted to be said, written or done, by or on behalf of Transport Department of Punjab (or any agent, employee or sub-bidder of Transport Department of Punjab) in negotiations leading up to the Contract or in the performance or purported performance of the Contract or otherwise in relation to the Contract are the rights to enforce the express obligations of Transport Department of Punjab contained in the Contract and to bring an action for breach thereof. Nothing in this Clause 30.8 is intended to exclude liability of the Bidder for fraud or fraudulent misrepresentation.

30.9 Liability and Indemnity

30.9.1 The Bidder shall indemnify, defend and hold Transport Department of Punjab harmless against any and all proceedings, actions and third-party claims arising out of a breach or omission or non-performance by the Bidder of any of its obligations under the Contract except to the extent that any such claim has arisen due to breach by Transport Department of Punjab of any of its obligations under the Contract.

30.9.2 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under the Contract (the "Indemnified Party") it shall notify the other Party ("Indemnifying Party") within [7 (seven)] days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, provided that, such approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

30.9.3 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this clause 30.9, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or other proceedings, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably extent so compromised or settled.

30.10 Renewal

30.10.1 The agreement for the operation of the centre may be renewed with the prevailing terms and conditions in the interest of the Transport Department of Punjab upon mutual agreement.

30.11 SLA (Service Level Agreement)

The successful bidder shall be liable for penalties/fines as per Annexure VII-A as given below:

Annexure VII-A: Service Level Agreement (SLA)

The successful bidder shall be liable for penalties/fines levied by the Punjab Transport Department at the rate specified for the following offences:

S.No.	Offence	Penalty
1	Delay in completion of works	Liquidated damages in the event of delayed delivery beyond agreed schedule will be levied at Rs. 25,000 per week
2	Non-operational for more than 100 hours in a year during the working days.	Rs. 1000 charges per hour/per non-operational lane
3(a)	Non-reimbursement of any expenses incurred by Transport department for the work which was otherwise to be done by the successful bidder	Actual Cost incurred + 5% administrative charges
3(b)	For delay in reimbursement of such dues	Interest @18% per month shall be charged
3(c)	For delay in reimbursement of such dues beyond 44 days notice	Suspension of testing at ATS

ANNEXURE IX: Format for Performance Bank Guarantee

INSTRUCTIONS:

- 1) The Bank Guarantee should be executed exactly as per this Draft on a stamp paper of INR 500/- along with a Confirmatory Letter from the regional office of the Bank concerned in an enclosed format
 - 2) A certified copy of the Power of Attorney under which the person is authorized to sign this guarantee bond may please be sent to the Authority along with the guarantee. This copy should be certified by the Agent of the Bank under his seal.
- (1) Against Contract No. _____ dated _____ 20____ (hereinafter called the said “Contract”) _____ entered _____ into _____ between _____ (Name/s of the persons authorized to sign on behalf of Vendor) Inhabitants of _____ carrying on business at _____ (Full address of the firm) _____ (Name of Business) Under the style and name of M/s. _____ (Name of the firm) (hereinafter called the “Vendor”) of the one part and the Commissioner, Transport Department of Punjab. (hereinafter called “Authority”) for the purpose of the undertaking (in which expression are included, unless the inclusion is inconsistent with the context or meaning thereof his/her successor or successors for the time being holding the office of the “Commissioner of Transport and Acting State Transport Commissioner”) of the second part and WHEREAS at the request of the Vendor we _____ (Full name and address of the Bank) Bank are holding in trust in favour of the Transport Department of Punjab the amount of _____ (Rupees _____ in words) to indemnify and keep indemnified the Authority against all losses, damages, expenses or the non-fulfillment of any of the terms and conditions of the said Vendor Agreement/Contract and/or the performance thereof. We agree that the decision of the Commissioner, Transport Department of Punjab, whether any breach of the terms and conditions of the said Contract and/or any failure in the performance thereof has been committed by the Vendor and the amount of loss, damage, costs, expense or otherwise that has been caused or suffered by the Authority shall be final and binding on us and the amount of the said loss, damage, costs and expenses or otherwise shall be paid by us forthwith on demand to the Authority.
- (2) We _____ (Name of the firm and Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said Contract including the minimum guarantee of _____ months (contract tenure along with an additional 6 months) from the date of final acceptance as per the clauses included in the Tender Document/ TENDER and including Vendor’s obligation to remedy all defects in material and services that may develop under normal use of ATS provided always that before the expiry of the date of the validity of the guarantee herein contained, we shall, from time to time on being called upon by the Commissioner, Transport Department of Punjab, extend the date of validity thereof for the period of 6 months on each occasion and that if any claim accrues or arises against us _____ (Name of the

Bank) by virtue of this guarantee before the said date as extended from time to time, the same shall be forcible against us _____ (Name of the Bank) notwithstanding the fact same is enforced after the said date and extended from time to time, provided that notice of any such claim has been given by the Commissioner, Transport Department of Punjab before the expiry of 6 months from the said extended date, payment under this "Letter of Guarantee" shall be made promptly upon our receipt of notice to that effect from the Commissioner of Transport.

- (3) It is fully understood that this guarantee is effective from the date of the said Contract and that we _____ (Name of the Bank) undertake not to revoke this agreement during its currency including the extended period without the consent in writing of the Commissioner, Transport Department of Punjab.
- (4) We _____ (Name of the Bank) further agree that the Commissioner, Transport Department of Punjab shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Vendor to extend the time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Commissioner of Transport against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Contract and we _____ (Name of the Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance and/or on the part of the Commissioner of Transport or any indulgence by the Commissioner of Transport or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
- (5) We _____ (Name of the Bank) further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Vendor or the Bank.
- (6) Notwithstanding anything contained herein:
- a. Our liability under this Bank Guarantee shall not exceed INR _____ (Rupees _____).
 - b. The Bank Guarantee shall be valid upto _____ and the same can be further extended, if so requested by the Bidder/Vendor.
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.
- (7) The guarantee herein contained is subject to Chandigarh jurisdiction.

This _____ day of _____ Two thousand and _____ in witness whereof-

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by Board Resolution passed on _____ / _____

Power of Attorney dated [.....]

Authorized Signatory

Name _____ :

Designation _____ :

In the presence of:

1.

2.

ANNEXURE X: Format of Power of Attorney to Lead Bidder of Consortium

{To be provided in case Bid is submitted as a Consortium}

{On INR 500 Stamp Paper}

Whereas the_(Name of the Authority), (the “Authority”) has invited bids from interest parties for the

..... (Name of the RFP) (the “Project”). Whereas, and

(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Bidder with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at, and
M/s., having our registered office at, and
M/s., having our registered office at, and

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Bidder and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts

and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 as a Consortium.

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

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

Accepted

Notarized

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

Witnesses:

- 1.
- 2.

ANNEXURE XI : Joint Bidding Agreement for Consortium

{ On INR 500 Stamp Paper }

(To be provided by Consortium members duly signed and stamped by the members of consortium)

The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings:

- (1) Convey the intent to Consortium Agreement which would enter into the Contract Agreement and subsequently perform all the obligations of the Project as per Terms & Conditions of Tender , in case the Project is awarded to the Consortium;
- (2) Clearly outline the proposed roles and responsibilities of each member
- (3) Clearly agreeing that the Tenure of Joint Bidding Agreement shall be for the entire Contract Tenure Period, if the project is awarded to Consortium
- (4) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Project during the Contract Tenure Period.
- (5) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- (6) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Tenure Period, in case the Project is awarded to the Consortium

ANNEXURE XII : Format Of Power Of Attorney For Authorized Signatory To Participate In The Tender

(Applicable in case of Bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

{On INR 500/- Requisite Stamp Paper }

[In case of Consortium, the format is to be submitted by the Lead All Consortium Member should provide in case Bidder is a Consortium]

KNOW ALL MEN by these presents that we, [name of the Company/partnership firm], a company incorporated under the Companies Act 1956/2013, / Firm having partnership deed as per partnership act and having its Registered Office/office at [Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the Tender for Selection of Vendors for Establishment & Operation of Six (6) Automotive Testing Stations (ATS) in Punjab, as per the Scope of Work specified in Tender, the Company/ firm is submitting Bid Comprising Eligibility and Qualification Submission for the project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____ [name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company's/firm's official representative for submitting the Bid Comprising Eligibility and Qualification Submission for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, Bids, representations and correspondence necessary and proper for the purpose aforesaid;

To submit Tender/Bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm/Joint Venture as necessary for the purpose aforesaid.

<p>The common seal of [name of the company/Partnership firm/Joint Venture] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ___ Day of _____, 2021_in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]</p>	<p>----- [name & designation of the person] ----- [name & designation of the person]</p>
---	---

FORM A) BIDDER'S ORGANIZATION, COMPANY PROFILE

(To be scanned and uploaded)

The Bidder is requested to provide the information required in the current document in order to demonstrate its structure that it has enough capacity for successfully achieving this Project, as requested in "Annexure I Bidder's Company Requirements".

If the Bid is submitted as "Consortium", following information for each of the consortium member is to be submitted.

1 Company Information

[Bidder is requested to fill the following information as "General Company Information"]

Bidder Identification	
a) Name of Company	
b) Registered address(in full)	
c) Details of registration(in full)	
d) Principal place of business	
e) Telephone number	
f) Facsimile number	
g) Website	
h) Person to contact in connection with this Bid(Name, Designation, Contact No)	
i) Name and Address of Bankers	
Business Organization	
a) Date incorporated	
b) Where incorporated	
c) Parent/Leader company (if any) and its involvement in the project	
d) Subsidiary of	
e) Major subsidiaries and locations of other f) offices	
g) Brief description of company's principal activities with emphasis on scope of work (Use separate sheets as required)	
h) Has your company ever been black listed or terminated for default by any Indian government entity	[If yes, provide detail in an attachment to this form]

2 Organization Structure

[Please provide in the current chapter, the Organization Chart showing company structure, including positions of directors and managers and location of all other offices in the world.

Please provide in the current chapter, a statement about the total number of employees of the Bidder, their skill sets with specific information on the employees based in India.

FORM B) CONTACT DETAILS

(To be scanned and uploaded)

[PLEASE FILL THIS PAGE AND SUBMIT]

Tender No. :

Name of Tender: FOR SELECTION OF VENDORS FOR ESTABLISHMENT& OPERATION OF SIX (6) AUTOMOTIVE TESTING STATIONS (ATS) IN PUNJAB

GENERAL DETAILS

1. NAME OF THE PARENT COMPANY :.....
2. COMMUNICATION ADDRESS :.....
3. PHONE NO :.....
4. FAX NO. :.....
5. E-Mail ID. :.....

PARTICULAR DETAILS

6. NAME OF THE CONTACT PERSON:
7. DESIGNATION:
8. PHONE NO.(DIRECT) :.....
9. MOBILE NO. :.....
10. E-MAILID:
11. NAME OF THE ALTERNATE CONTACT PERSON:
12. E-MAILID:
13. ADDRESS AND CONTACT DETAILS: OF THE INDIAN AGENT IF ANY

Signature of the Authorized Signatory

NOTE: You are requested to check the above given E-mail IDs regularly for the incoming mails from stc.transportpunjab@punjab.gov.in

FORM C) LETTER OF UNDERTAKING

[On the letter head of the Bidder]

(To be scanned and uploaded)

LETTER OF UNDERTAKING

Date: _____

Transport Department Punjab Re: Tender No.....

1. We acknowledge that the documents for Tender No..... Issued to us are confidential and we here by undertake and agree as follows:
2. “Confidential Information” means the Tender document and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) Transport Department Punjab or obtained directly or indirectly from Transport Department Punjab or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the Tender, as being confidential information of Transport Department Punjab, provided that such term does not include information that (a) was publicly known or otherwise known to us prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by us or any person acting on our behalf.
3. We shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
4. We shall not at any time whatsoever:
 - a. Disclose, in whole or in part, any Confidential Information received directly or indirectly from the Transport Department Punjab to any third party.
 - b. Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the confidential Information.
5. In case our bid is not accepted and immediately upon the acceptance of the bid of any of the other Bidder, we shall:
 - a. Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - b. Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage

device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

6. We shall certify to Transport Department Punjab that we have returned or destroyed such Confidential Information to Transport Department Punjab within two (2) days of such a request being made by Transport Department Punjab
7. The equipment being supplied are capable of testing the vehicles as per Rule 189 of CMVR 1989 for ensuring optimum safety and emission performance of in-use vehicles shall also be performed.

Name of Bidder

Signature of Authorized Representative

FORM D) ATS LOCATIONS

(To be submitted Online only at website as per the Tender Schedule.)

- 1) Bidder has to indicate the locations for which the bid documents are being submitted.
- 2) Bidder has to ensure that tick mark is indicated against locations ONLY for which Bidder has paid EMD.

Sl. No.	ATS Cluster	Districts Covered	Please Tick (√) if quoting against the Location
1	2	3	4
1	Amritsar	Amritsar Tarn Taran Gurdaspur Pathankot	
		Gurdaspur + Pathankot	
2	Sangrur	Sangrur Patiala Barnala Malerkotla	
3	Ludhiana	Ludhiana	
4	Faridkot	Faridkot Moga Ferozpur Fazilka	
5	Rupnagar	SAS Nagar Rupnagar Nawanshahr Fatehgarh Sahib	
6	Bathinda	Muktsar Bathinda Mansa	

Note: Each bidder can apply for a maximum of three locations

FORM E) FINANCIAL PROPOSAL

(To be submitted Online only at website as per the Tender Schedule. Bidder submitting this commercial bid in physical form will have their bids rejected)

The Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR.

Further, the transport department will charge a royalty on per vehicle tested from the successful bidder, which cumulatively (bidder fee and royalty) cannot be more than Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR.

Therefore, the bidder is quote the Share of per testing Fee (in percentage) in the below table. The lowest Share of per testing Fee (in percentage) quoted per inspection by the bidder will be qualified as financial L-1.

1. Details to be filled up for price bidder as follows:

Sl. No.	ATS Cluster	Districts Covered	Parameters	
			Bidder Share of per testing Fee (in percentage) (in Numbers)	Bidder Share of per testing Fee (in percentage) (In Words)
1	2	3	5	6
1	Amritsar	Amritsar Tarn Taran Gurdaspur Pathankot		
2	Sangrur	Sangrur Patiala Barnala Malerkotla		
3	Ludhiana	Ludhiana Faridkot		

4	Faridkot	Moga Ferozpur Fazilka		
5	Rupnagar	SAS Nagar Rupnagar Nawanshahr Fatehgarh Sahib		
6	Bathinda	Muktsar Bathinda Mansa		

2.

Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR amended from time to time.

3. In case of discrepancy in word and in number, the amount in word will be considered as final.
4. Any cell left blank will be considered as Zero.
5. The per inspection fee is defined as per Rule 81 of CMVR. In case of upward or downward revision, the same will be applicable from the date of notification of the rule. The revised royalty share will be based on the percentage mentioned in above table.
6. Only GST will be levied extra, on the Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR.
7. The Bidder has to quote its charges as “Fees for automated fitness testing” which should cover the cost of automation and technology utilized for conducting the testing of vehicles in terms of the Contract.
8. No conditional bidding is allowed.

9. Transport Department reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
10. The rate shall be applicable throughout the contract period.
11. The decimal value will be rounded off to the nearest integer value, where if the value is less than INR 0.50 will be rounded to lower integer value and if it is higher than or equal to INR 0.50, it will be rounded off to next integer value.
13. The bidder shall present monthly reports as to the number of tests performed with timestamp of each test.
15. Any attempt to misinform the department shall be ground for immediate termination and cancellation of contract or any appropriate action as the Transport Department, Punjab may deem fit.
17. The Selected Bidder shall, during the contract period, levy, collect and appropriate the Vehicle Inspection Fee from the citizen for rendering the specified services of conducting Vehicle Fitness Test as per CMVR rule 63.

Annexure A: PAYMENT MECHANISM

1) Payment of Bills

The State Transport Punjab shall compute and provide payment to the Operator, for every Payment Period, from when the ATS commences operations. The data of category wise total number of vehicles that the ATS has tested for the payment period will be submitted by the Operator and verified by the State Transport Punjab.

2) Basis for Payments

The basis for payments shall be the **Bidder Share of per testing Fee.**

3) Payment Terms

a) Invoicing Period

Monthly Bills for the payment of user charges as per provision above shall be prepared by the Operator and submitted with receipt along with certificate of authorized official of the State Transport Punjab during the first week of the succeeding month. The Operator shall submit an invoice specifying the date wise and category wise number of vehicles tested.

b) Payment Period

The State Transport Punjab shall, within a period of one week of the receipt of invoice, will check internal record for levy of penalties, if any and make payment against invoiced amount. However, the State Transport Punjab will not be liable to pay interest on delayed payments. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be within two weeks from the last day of the Agreement.

All payments shall be made by the State Transport Punjab to the Operator after making any tax deductions at source under Applicable Law.

Annexure C: ACCEPTANCE CRITERIA

Acceptance shall be done in two steps.

1. Inspection on arrival at site of bidder's choice in India, preferably in the state of Punjab for individual elements before shipment.
2. Acceptance of the supplied elements on-site

1.1 On-arrival inspection

Once it has been proved through the proper documents including technical specifications and Calibration certificates that all the equipment appearing in the quotation fulfils all the technical requirements, the equipment can be supplied by the bidder & the same shall be inspected on arrival at site of bidder's choice in India, preferably in the state of Punjab by appointed authorized personnel from Transport Department, Government of Punjab.

- On-arrival inspection of Roller brake tester
- On-arrival inspection of Suspension tester
- On-arrival inspection of Side slip tester
- On-arrival inspection of Speedometer tester
- On-arrival inspection of Joint Play tester
- On-arrival inspection of Fully Automatic Head light tester
- On-arrival inspection of Electronic Steering gear play detector
- On-arrival inspection of Smoke meter (Opacimeter)
- On-arrival inspection of Exhaust gas analyzer
- On-arrival inspection of Sound Level Meter
- On-arrival inspection of OBD scan tool

The On-arrival inspection visit will imply:

- Visual inspection of the actual equipment.
- Inspection of the testing equipment when running a real vehicle.
- Inspection of the calibration procedure.
- Verification of the equipment to certify that it fulfills the real needs of the vehicle Fitness Test Centre.

All calibration certificates should be available to Transport Department, Government of Punjab by the time of inspection on arrival.

For Exhaust Gas Analyzers and Smoke meter (Opacimeter), the Bidder at its own cost, will be required to provide certification as per CMVR/TAP 115/116 or AIS-137 (Part 8) by the time of final on-site acceptance.

Remaining equipment shall be calibrated as per International Standards by an accredited certification agency. In case this is not available for some equipment, the Bidder is required to thoroughly explain the calibration procedure used, and to submit all required traceability information.

All the previous information is also required for the calibrating equipment itself.

The supplier should also deliver the procedure that will be used to qualify the equipment during the commissioning.

1.2 Commissioning

- Calibration certificate will be checked with the serial numbers of the equipment delivered on site.
- A full recalibration will be done on-site.
- Validation of the sensors (bridges, connectors, identification).
- Validation of the software.
- Connections and validation of power supply.
- Validation of system.
- Validation of calibration plan during warranty.
- Validation of the provided documentation.
-

1.3 Final acceptance

After complete commissioning, the following tests will be performed:

- Values obtained in the calibrations will be checked to be admissible.
- The correct running of the software and data dump will also be checked.
- Inspections will be undertaken with different type of vehicles to prove that operation and results of the equipment fulfils the requirements demanded in this tender document.

These tests might be used to validate the complete system. Bidder will ensure that there are proper vehicles and drivers required to perform the tests.