

### Corrigendum to RFP

This corrigendum, issued by the Transport Department, Government of Punjab with reference to the previously issued RFP “Selection of boot operator for Design, Development, implementation and operations of Learners License Test system for Transport Department (Non Commercial Wing), Punjab on a BUILD, OWN, OPERATE & TRANSFER (BOOT) basis for a period of Ten years”.

This document is being issued on this day 26<sup>th</sup> March, 2013 for the clarification of the points raised during the Pre bid meeting held on 22<sup>nd</sup> March 2013.

Sr. No	Description	Page No & Clause	Clause As per RFP	Modified Clause as per Corrigendum
1.	Scope of Work	Page No 9, Clause 2, Point No 5	Should be multilingual with the basic requirement being ENGLISH & PUNJABI.	Should be <b>Trilingual</b> with basic requirement being <b>ENGLISH , PUNJABI &amp; HINDI</b>
2.	Scope of Work	Page No 9, Clause 2, Point No 4	The solution must be scalable from 10 to 50 devices i.e. provision for adding nodes to the system as and when required	The solution must be scalable from 10 to 50 devices i.e. provision for adding nodes to the system as and when required . <b>The bidder should have a system whereby the bidder can add the number of devices to be used for LL test in a DTO. The system should be scalable at any point of time during the project duration</b>
3.	Cost of Proposal	Page 11, Clause 3.3, Point No. 5	Has made a complete and careful examination of the civil and IT infrastructure, hardware, software, manpower and other requirements of this project and has determined to its satisfaction the nature and the extent of the work involved.	Has made a complete and careful examination of the civil and IT infrastructure, hardware, software, manpower and other requirements of this project and has determined to its satisfaction the nature and the extent of the work involved. <b>In case the bidder desires to make a visit to any of the site, the request for the same has to be sent, minimum 2 days in advance, to the Office of State Transport Authority, clearly mentioning the name of</b>

							<p>the site to be visited. The cost of site visit would be borne by the bidder.</p> <p>In addition to this any request for demonstration on SARATHI has to be made in writing to the Office of State Transport Authority, with proper approval from the transport department at least 3 days in advance. The cost for the purpose of demonstration shall be borne by the bidder.</p>			
4.	Tender Fee	Page No. 12, Clause 3.11	<p>The bidders will be able to buy the RFP from the office of STC on any working day between 10 AM to 5 PM by submitting a demand draft of value INR 10,000/- (INR Ten Thousand only) drawn from a nationalized/scheduled bank in the favor of —Deputy Controller (F&amp;A), o/o State Transport Commissioner, Punjab payable at Chandigarh. All the vendors have to purchase the documents for participating in the pre bid conference. Transport department would entertain queries only from the vendors who have purchased the tender document.</p>				<p>The bidders will be able to buy the RFP from the office of STC on any working day between 10 AM to 5 PM by submitting a demand draft of value INR 10,000/- (INR Ten Thousand only) drawn from a nationalized/scheduled bank in the favor of —Deputy Controller (F&amp;A), o/o State Transport Commissioner, Punjab payable at Chandigarh. All the vendors have to purchase the documents for participating in the bid before the last date of the Bid Submission.</p>			
5.	Eligibility Criteria	Page No. 14, Clause 4, Point No 7	<p>The bidder must have experience of at least 2 IT projects with a State Government / Central Government / PSUs worth at least INR 10 Crores in last 5 years in India. The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and providing O&amp;M support.</p>				<p>The bidder must have experience of at least 2 IT projects with a State Government / Central Government / PSUs worth at least INR 10 Crores in last 5 years in India <b>on BOOT/PPP Model</b>. The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and providing O&amp;M support.</p>			
6.	Eligibility Criteria	Page No. 14, Clause 4, Point No 11	<p>The bidder / lead bidder should have at least 25 IT professional employees on its payroll as on 30.11. 2012</p>				<p>The <b>bidder</b> should have at least 25 IT professional employees on its payroll as on 30.11. 2012</p>			
7.	Technical Evaluation	Page No. 15, Point No. 3	<b>Sr. No</b>	<b>Criteria</b>	<b>Mark s</b>	<b>Max Marks</b>	<b>Sr. No</b>	<b>Criteria</b>	<b>Marks</b>	<b>Max Marks</b>
			3	The bidder must have experience of at least 2 IT projects with a State Government /		20	3	The bidder must have experience of at least 2 IT projects with a State Govt / Central Govt / PSUs		20

				Central Government / PSUs worth at least INR 10 Crores in last 5 years in India. The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and providing O&M support				worth at least INR 10 Crores in last 5 years in India on <b>BOOT/PPP Model</b> . The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and providing O&M support		
				2 government IT project in India	10			2 government IT project in India	10	
				3 government IT projects under in India	15			3 government IT projects under in India	15	
				4 or more government IT projects in India	20			4 or more government IT projects in India	20	
8.	Technical Evaluation	Page No. 15, Point No. 5	Sr. No	Criteria	Mark s	Max Mark s	Sr. No	Criteria	Ma rks	Max Marks
			5	The bidder must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 and CMMi Level 3 certificate		10	5	The bidder must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 and CMMi Level 3 certificate <b>or higher</b>		10
				ISO 9001 : 2008 Certificate	5			ISO 9001 : 2008 Certificate	5	
				CMMI level 3 Certificate	5			CMMI level 3 Certificate	3	
								<b>CMMI level 4 Certificate or higher</b>	5	
9.	Checklist	Page No.17, Clause 6, Point No.9	The bidder must have experience of at least 2 IT projects with a State Government / Central Government / PSUs worth at least INR 10 Crores in last 5 years in India. The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and providing O&M support. Supporting documents (completion certificate or			The bidder must have experience of at least 2 IT projects with a State Government / Central Government / PSUs worth at least INR 10 Crores in last 5 years in India on <b>BOOT/PPP Model</b> . The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and providing O&M support. Supporting documents (completion certificate or satisfactory working & timely				

			satisfactory working & timely performance certificates for the jobs in progress for more than a year) shall be submitted as a part of proposal. The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided.				performance certificates for the jobs in progress for more than a year) shall be submitted as a part of proposal. The name and contact information (address, telephone number, fax, email-id, website) of the client contact person must also be provided.			
10.	Termination	Page No. 20, Clause 11	The Department of Transport may at any time terminate this contract by giving written notice to successful bidder, if successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to successful bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department of Transport or successful bidder. That the department shall not terminate this contract, except on the grounds mentioned above				The Department of Transport may at any time terminate this contract by giving written <b>notice of 30 days</b> to successful bidder, if successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to successful bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department of Transport or successful bidder. That the department shall not terminate this contract, except on the grounds mentioned above			
11.	FP 1	Page No. 29, Last Para	It is hereby confirmed that I am entitled to act on behalf of our company / consortium and empowered to sign this document as well as such other documents which may be required in this connection.				It is hereby confirmed that I am entitled to act on behalf of our <b>company</b> and empowered to sign this document as well as such other documents which may be required in this connection.			
12.	Scope of work, Manpower Provisioning	Page No.45	<b>Sr. No</b>	<b>Designation</b>	<b>Min Requirement</b>	<b>Basis of Estimation</b>	<b>Sr. No</b>	<b>Designation</b>	<b>Min Requirement</b>	<b>Basis of Estimation</b>
			1.	State Level Nodal Officer/Project Manger	1	At Chandigarh	1.	State Level Nodal Officer/Project Manger	1	At Chandigarh
			2.	Technical resource/Local Manager	22	1 at each DTO	2.	Technical resource/Local Manager	22	1 at each DTO

			3.	Data entry Operators	22	1 at each DTO 16@ RTA offices	3.	Data entry Operators	22	1 at each DTO	
13.	Extension of contract on expiry of this contract	Page No. 49	At the time of expiry of this contract agreement, the department on its discretion may extend the tenure of the operator. In such a case the operator will have to deliver the services for the extended period at the rates prevailing at that time or at rates lower than prevailing rates as agreed upon between department & operator				At the time of expiry of this contract agreement, the department on its discretion may extend the tenure of the operator. In such a case the operator will have to deliver the services for the extended period at <b>the current rate prevailing</b>				
14.	Payment Terms	Page No. 53	<p>The Operator would raise invoice on a monthly basis on the basis of MIS reports which are generated from the centralized application hosted in the Data Centre in compliance to this Agreement. Punjab State Transport Society on behalf of Department of transport Punjab would reconcile the reports on a quarterly basis. In case of discrepancies, the settlement of claims will be made in subsequent payment to the operator. In case of there are no discrepancies identified by Punjab State Transport Society within 30 days of forwarding of reports for reconciliation, the same would be deemed accepted.</p> <p>The below mentioned points to be taken into consideration for making payments to the Operator:</p> <p>a The payments will be done to the operator on monthly basis for the whole State</p> <p>b The payment shall be based on per transaction charges as proposed by the operator (as per financial proposal of operator) or as revised during later years.</p> <p>c The payment per transaction shall be made to the operator as per quotes mentioned in the financial bid</p> <p>d This is not a works contract, prices quoted are inclusive of VAT and excise duty</p>				<p><b>The successful bidder shall, during the project period, levy, collect and appropriate the service charges from users for rendering the specified services in accordance with the RFP. The Successful bidder would provide a copy of MIS reports which are generated from the system.</b></p> <p><b>Any penalties that may be imposed on the successful bidder for non-performance will be submitted by the bidder on a quarterly basis based on the system generated MIS reports and SLAs.</b></p> <p><b>The below mentioned points should be kept in mind for collecting the charges from users for the services rendered by the BOOT operator:</b></p> <ul style="list-style-type: none"> <li>• The charges to be collected shall be based on per transaction charges as proposed by the operator ( as per the financial proposal of the operator) or as revised during later years.</li> <li>• This is not a works contract, prices quoted are inclusive of VAT and excise duty.</li> <li>• The collection of charges on per transaction will be started, for any site only after the successful commissioning of the</li> </ul>				

			<p>e The monthly invoices will be submitted by the operator to Additional State Transport Commissioner, Department of Transport, Government of Punjab, Jeevandeep Building, Sector 17, Chandigarh.</p> <p>f The monthly payment on per transaction basis will be started, for any site only after successful commissioning of the project in the state.</p> <p>g Any penalties imposed on the operator for non-performance will be deducted from the subsequent payments as decided by the Project Management Committee.</p> <p>h The TDS, as applicable, will be deducted at source as per the prevalent rules and regulations at the time of making payments to the operator during the billing cycles. Any increase / decrease in direct taxes (i.e. service tax or any other direct tax imposed by govt. in future) will be accordingly adjusted by the department.</p> <p>i In case the operator fails to meet the SLAs, the penalties mentioned thereof would be levied. However the maximum penalty that can be levied in a financial year would not exceed 10% of the monthly bill raised by the operator.</p> <p>j Department will make the payment within 30 days from the receipt of invoices. It would be responsibility of operator to provide all documents to process the payment. While no interest whatsoever will be paid to operator.</p>	<p>project at such sites.</p> <ul style="list-style-type: none"> <li>• In case the operator fails to meet the SLAs, the penalties mentioned thereof would be levied.</li> </ul> <p>However the maximum penalty that can be levied in a financial year would not exceed 10% of The total monthly collection made by the BOOT operator.</p>
15.	Termination for insolvency	Page No. 58	The Department of Transport may at any time terminate the contract by giving written notice to the operator if the operator becomes bankrupt or otherwise insolvent. In his event, termination will be without compensation to the operator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department of Transport	The Department of Transport may at any time terminate the contract by giving written <b>notice of 30 days</b> to the operator if the operator becomes bankrupt or otherwise insolvent. In his event, termination will be without compensation to the operator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department of

				Transport.
16.	Service Level Agreement- Terms of Payment and Penalties	Page No. 93, Clause 1.10	<p>1.10.1 In consideration of the services and subject to the provisions of the MSA and this SLA, the client shall pay the charges to the operator in accordance with the Terms of Payment as mentioned in the MSA.</p> <p>1.10.2 It is clarified here that the client or its nominated agencies will also calculate the penalties as a result of the failure of the operator to meet the service levels as defined in Appendix A. The penalties will be debited before making the payments to the ] operator.</p> <p>1.10.3 The maximum penalty that can be levied per month would not exceed 10% of the monthly invoice raised by the operator for that month. (refer to point 24 of the corrigendum and updates)</p>	<p>1.10.1 In consideration of the services and subject to the provisions of the MSA and this SLA, <b>the operator shall collect the charges from the applicants</b> in accordance with the Terms of Payment as mentioned in the MSA.</p> <p>1.10.2 It is clarified here that the client or its nominated agencies will also calculate the penalties as a result of the failure of the operator to meet the service levels as defined in Appendix A. <b>The penalties will be submitted by the bidder on a quarterly basis based on the system generated MIS reports and SLAs.</b></p> <p>1.10.3 The maximum penalty that can be levied in a financial year would not exceed 10% of the <b>total monthly collection made by the BOOT operator</b></p>
17.	Annexure 1, Performance Bank Guarantee	Page No. 96, 1 <sup>st</sup> Para, 2 <sup>nd</sup> Para	<p>M/s. (name of selected bidder/lead partner), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the company), (hereinafter referred to as —our constituent , which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract (herein after, referred to as —Contract ) vide Acceptance of Letter of Intent (LoI) dated ..... with the Department of Transport, Government of Punjab for the project of —Introduction of e- Governance in Transport Department, Punjab on for a period of 10 year in the said Contract</p> <p>We are aware of the fact that as per the terms of the Contract, M/s. (name of selected bidder/lead partner) is required to furnish an unconditional and irrevocable Performance Bank Guarantee in your favor for an amount of INR 50 Lacs (INR Fifty Lacs only), and guarantee the due performance by our constituent as per the</p>	<p>Whereas M/s( <b>Name of selected bidder</b>), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the company), (hereinafter referred to as —our constituent , which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract (herein after, referred to as —Contract ) vide Acceptance of Letter of Intent (LoI) dated ..... with the Department of Transport, Government of Punjab for the project of —Introduction of e- Governance in Transport Department, Punjab on for a period of <b>10 year</b> in the said Contract.</p> <p>We are aware of the fact that as per the terms of the Contract, M/s. (<b>name of selected bidder</b>) is required to furnish an unconditional and irrevocable</p>

		<p>contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee against breach/ default of the said contract by our constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this PBG demand without any protest or demur.</p>	<p>Performance Bank Guarantee in your favor for an amount of INR 50 Lacs (INR Fifty Lacs only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee against breach/ default of the said contract by our constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this PBG demand without any protest or demur.</p>
18.	Additional Information	<p>Provision of Minimum Space for conducting the LL test at each DTO Offices</p>	<p>A minimum space of 10x 10 square feet shall be provided for the purpose of conduction the LL test at each of the 22 DTO office.</p>



## Appendix A

### Penalty Clause as per the SLA

Sr. No	Service Parameter	Service Level	Measurement metrics	Penalty
1.	Completion of Site preparation & hardware Installation and connectivity	Completion within <b>12 weeks</b>	Total no of weeks taken for completion	<b>For Every week of delay in project commissioning , a liquidated damage of 1% of total revenue collected for the first month.</b>
2.	Development /Customization of required software application	Completion Including acceptance testing should be finished within <b>12 weeks.</b>	Total number of weeks taken for completion.	<b>For every week of delay after 12 weeks a penalty 1% of the total revenue collected for the first month.</b>
3.	Quality of data entry for the Learner license	Data entry accuracy at the site should be at least 99% at each location	The percentage of erroneous, LL, records reported to the total LL, records entered against New LL request.	<b>Error rate &gt;1% and &lt;3% (in terms of number of records Error rate &gt;3% (in terms of number of records)Penalty 1% of the total revenue collected for that month.</b>
4.	Downtime of service availability to front end counters in terms of the availability of application for conduction the LL test.	Downtime of Service Availability should not be more than 3 hour per month(in total) at each site.	Downtime will be monitored by the staff of the department and department shall record the non availability of application related services in a month during the office hours for each office	<b>Downtime above 3 Hours. Penalty 1% of the Revenue collected for the current month.</b>

5.	Replacement of Faulty component or maintenance of site/component etc.	Replacement with the original component or maintenance of the site work/component etc. within 2 working days.	Random checks By the departmental staff or third party appointed by the Department. Each non compliance to be counted as a default	Penalty Rs 1000 per default
6.	Resolution of issues/bugs in the software application	Any kind of issues to be resolved within 24 hours from logging the complaint	Time when the log been made by any user for the first time.	Resolution above 24 hours Penalty Rs. 5000 per issue



## Annexure 2

## Site wise List of Hardware Required

S No	DTO	No of LL Terminals	No of Master Consoles	CPU	Projector
1	AMRITSAR	15	1	1	1
2	BARNALA	4	1	1	1
3	BATHINDA	10	1	1	1
4	FARIDKOT	4	1	1	1
5	FATEHGARH SAHIB	4	1	1	1
6	FAZILKA	2	1	1	1
7	FEROZPUR	3	1	1	1
8	GURDASPUR	10	1	1	1
9	HOSHIARPUR	15	1	1	1
10	JALANDHAR	16	1	1	1
11	KAPURTHALA	5	1	1	1
12	LUDHIANA	20	1	1	1
13	MANSA	3	1	1	1
14	MOGA	5	1	1	1
15	MOHALI	6	1	1	1
16	MUKTSAR	4	1	1	1
17	NAWA SHAHR	3	1	1	1
18	PATHANKOT	5	1	1	1
19	PATIALA	10	1	1	1
20	ROPAR	5	1	1	1
21	SANGRUR	7	1	1	1
22	TARN TARAN	4	1	1	1
	<b>Total</b>	<b>160</b>	<b>22</b>	<b>22</b>	<b>22</b>

### Annexure 3

Volume of LL Transactions:

<b>Description</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013 till Feb</b>
LL Transaction	351377	412908	529739

## Annexure 4

### LL test Process Flow

