

# REQUEST FOR PROPOSAL

FOR THE  
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

COST OF BID – Rs 10,000/=

## **IMPORTANT NOTICE**

### **THIS RFP DOCUMENT IS NOT TRANSFERABLE**

**Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.**

**The response to this RFP should be full and complete in all respects. Incomplete or partial bids are liable to be rejected.**

**The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of site visits and presentation for the purposes of clarification of the bid, if so desired by the Transport department. Transport department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.**

## Data Sheet

The schedule of activities for the purpose of this RFP is outlined below. In case of holiday on the scheduled day the next working day may be decided as the scheduled date.

Sr.No	Activity	Date
1	Publication of Advertisement	11.03.2013
2	Start Date for sale of RFP	12.03.2013
3	Last date of sale of RFP	1.04.2013
4	Last Date of Receipt of queries from bidders	18.03.2013
5	Pre-bid Conference	22.03.2013 at 11.00 A.M.
6	Issue of Corrigendum (if Required)	26.03.2013
7	Last Date of submission of bid	05.04.2013 at 2.00 P.M.
8	Date and Time for Opening of Proposal	05.04.2013 at 4.30 P.M.
9	Date and time for Technical presentation	To be declared later
10	Opening of Financial Proposal	To be declared later

**Contact person and address for submission of queries / bids:**

Superintendent (Policy),  
Office of State Transport Commissioner, Punjab  
S.C.O. No. 177-178,  
Sector-17C, Chandigarh  
Email: [astc.punjab1@gmail.com](mailto:astc.punjab1@gmail.com)  
Phone: 0172 2771173; Fax – 0172 2706943

**Note:** Transport Department reserves the right to change any or all of the above mentioned dates at its own convenience. Bidders shall keep looking for the updates on website

## Contents

1.	General Information about the Project .....	8
1.1.	Objective of the Project .....	9
2.	Scope of Work .....	9
3.	General Information .....	10
	Eligible Bidder: .....	10
3.2.	One Proposal per bidder .....	10
3.3.	Cost of Proposal .....	10
3.5.	Clarification of RFP Document .....	11
3.6.	Contract Time Period .....	11
3.7.	Language of Proposal .....	11
3.8.	Currencies of Proposal Payment .....	11
3.9.	Proposal Validity .....	12
3.10.	Earnest Money Deposit .....	12
3.11.	Tender Fee .....	12
3.12.	Submission of Proposal .....	12
3.13.	Liquidated Damages .....	13
4.	Eligibility Criteria .....	13
5.	Bidding Process and Evaluation .....	16
5.1.	Evaluation of Technical Proposal .....	16
5.2.	Evaluation of Financial Proposal .....	16
6.	Checklist .....	17
7.	Payment Terms .....	18
8.	Independence .....	19
9.	Compliance with Laws .....	19
10.	Security and Safety .....	19
11.	Termination .....	20
12.	Resolution of Disputes .....	21
13.	Audit, Access and Reporting .....	21
14.	Technical Specifications .....	22
15.	Annexure .....	26

TP 1.....	26
TP 2.....	27
TP 3.....	28
FP1.....	29
FP2.....	31
Master Services Agreement.....	35
Definitions and Glossary.....	36
Documents comprising the Agreement.....	38
Scope of Work.....	38
Priority of documents.....	40
Summary of Scope of Work.....	40
Detailed scope of work.....	42
Site Preparation for LL Test Centres and Maintenance.....	42
Provisioning of Hardware and system software.....	43
Training.....	44
Operations and Maintenance.....	45
Extension of contract on expiry of this contract.....	49
Change Request.....	49
Roles & Responsibility.....	50
Contractual Time Period.....	53
Payment Terms.....	53
Work Policy.....	54
Independence.....	55
Compliance with Laws.....	55
Security and Safety.....	56
Confidentiality and Secrecy.....	57
Termination.....	57
Termination for Default.....	57
Termination for Insolvency.....	58
Termination for Convenience.....	58
Indemnification.....	58
Limitation of Liability.....	60
Force Majeure.....	61

Successors .....	62
Resolution of disputes .....	62
Exit Management .....	62
Purpose .....	62
Transfer of Assets.....	63
Cooperation and Provision of Information.....	64
Confidential Information, Security and Data .....	64
Employees .....	65
Transfer of certain agreements .....	66
Right of Access to Premises.....	66
General Obligations of the Operator .....	66
Exit Management Plan .....	67
Insurance Requirement.....	68
Notices 68	
Software Licenses.....	68
Audit, Access and Reporting.....	68
Audit, Access and Reporting Schedule .....	69
Project Management.....	72
Intellectual Property Rights.....	75
Governing Law Jurisdiction .....	77
Survival of Provisions .....	77
Rights and Remedies.....	77
General Provisions .....	77
Corporate Authority / Further Assurances .....	77
Performance Bank Guarantee.....	77
Obligations of the Operator.....	78
Inspection & Test .....	79
Warranty.....	80
Third Party Claims .....	80
Ownership of Equipments .....	80
Prevention of Corrupt or Fraudulent Practices .....	81
Interpretation of Clauses .....	82
Annexure A: Change Request Notice .....	83

Non-Disclosure Agreement.....86

Service Level Agreement .....89

    1.1.5 The headings and use of bold type in this SLA are for convenience only and shall not  
affect the interpretation of any provision of this SLA.....89

    1.2.1 This SLA shall operate as a legally binding services agreement specifying terms which  
apply to the parties and to the provision of the services by the operator to client under this SLA  
and the MSA.....89

    1.3.1 The objectives of this project are as follows: .....89

Annexure I .....96

Appendix A .....99

## 1. General Information about the Project

The Punjab Govt. has successfully implemented the software VAHAN & SARTHI (prepared by National Informatics Centre) through its massive drive for the computerization of the Transport Department.

This has been achieved in all of its 22 District Transport office and 52 Sub Division Magistrate offices.

The Transport Department is headed by the State Transport Commissioner (STC). STC is assisted by one Additional State Transport Commissioner, one Joint State Transport Commissioner, Consultant Route Planner, Deputy Controller (F&A), Deputy State Transport Commissioner, Service Engineer, Automobile Engineer, Assistant Transport Commissioner (Tech) in the Head office.

There are 22 DTO offices across Punjab for the issuance of Learner and Driving License.

**Location of DTO offices:** There are 22 DTOs in the state, one at each of the district headquarters.

Sr.No	Location of DTO office	Sr.No	Location of DTO office
1	Amritsar	12	Ludhiana
2	Bathinda	13	Mansa
3	Barnala	14	Moga
4	Faridkot	15	Mohali
5	Ferozpur	16	Nawanshahar
6	Fatehgarh Sahib	17	Patiala
7	Fazillka	18	Pathankot
8	Gurdaspur	19	Rupnagar
9	Hoshiarpur	20	Sangrur
10	Jalandhar	21	Shri Muktsar Sahib
11	Kapurthala	22	Tarn Taran

Table 1: Location of offices of DTO in Punjab



### 1.1. Objective of the Project

The primary objective of the project is to shift the processes, systems and approach from Government centric to Citizen centric by leveraging the effective usage of Information and Communication Technology (ICT).

The key objectives of the project are:

- 1.) Improving the applicant's knowledge base regarding the traffic rules.
- 2.) Strengthening the process of issuance of Learner License via conducting tests with the help of ICT.
- 3.) Improving the quality of services to the citizens
- 4.) Reduce citizen waiting time and improve the issuance process of learner License.
- 5.) To infuse Transparent and unbiased evaluation of the Test.

### 2. Scope of Work

The government proposes to avail the services of a private party on BOOT model under Public Private Partnership basis **for a period of ten years** after commissioning of the project for all 22 DTOs to be covered under the project. It is to be explicitly noted that except for site preparation and housekeeping, none of the tasks mentioned in the scope of the work can be outsourced to other parties. The ultimate responsibility of all the tasks rests with the BOOT operator and the department would deal only with him at all times.

The role of the selected bidder would be to provide all the citizen services of the department of transport related to conducting of Learner License test through an automated system. In order to perform various operations the successful bidder would be required to undertake the following activities:

- To provide a complete setup for conducting Learner License Test, including but not limited to software development, civil infrastructure, IT infrastructure and connectivity for such system.
- To provide a system working on wireless platform (multiple terminals connected to single controller) with instant data transfer between different nodes.
- The System must provide a complete range / sets of Question for the Learner License Test. Question Bank to be prepared and finalized with due consultation with Transport Department.
- The solution must be scalable from 10 to 50 devices i.e. provision for adding nodes to the system as and when required.
- Should be multilingual with the basic requirement being ENGLISH & PUNJABI.

- There should be provision for random selection of questions from the question bank and the same to be displayed on LCD / projector board.
- 10 random questions to be asked by system for each test and as per fixed passing percentage, system will display the result after completion of test.
- The single question must appear with multiple options as answer and each answer should be highlighted in different color for the ease of identification.
- The system is to be integrated with the present online application system of the department "SARATHI".
- The system should have an option of 'reappear for test' after 7 days, in case the applicant is unsuccessful.
- System should generate the reports as per requirement of Transport Department but not limited to:
  - Date wise candidates appeared for test
  - Date wise details of candidates passed in the test along with their marks
  - Date wise details of candidates failed in the test along with their marks
  - Any other report as required by Transport Department.
- The successful bidder will have to install its own power meter and pay for the power consumed for such operations.
- Minimum 4 hour power backup to be provided by the successful bidder at each site location (DTO)

### 3. General Information

#### Eligible Bidder:

The following shall apply to bidder submitting the bid after issuance of RFP

- a. The RFP cannot be transferred
- b. Consortium of companies will not be allowed
- c. All the bidders, for the purpose of submitting a proposal shall treat the content of this document as private and confidential

#### 3.2. One Proposal per bidder

Each bidder shall submit only one proposal. The bidder who submits or participates in more than one proposal will be disqualified.

#### 3.3. Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of its proposal, and the Transport department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

It would be deemed that prior to the bid submission, the bidder:

- Has examined completely and carefully the project proposed in this RFP and has taken necessary precaution to build in all costs necessary for implementation of the project considering the risks and the logistics involved.
- Has made a complete and careful examination of specifications, and other information set forth in this RFP document.
- Has examined the RFP document in entirety and has understood the requirements accordingly. A self certificate in this regard needs to be submitted along with the bid.
- Has received all such relevant information to understand the requirements of the Transport department.
- 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.

### 3.5. Clarification of RFP Document

Bidders are advised to check the website regularly and no claim will be entertained on non-receipt or unawareness of the corrigendum.

To give the bidders reasonable time to take a corrigendum ( if any) into account in preparing their proposals, the Transport department may extend if necessary, the deadline for submission of proposals.

### 3.6. Contract Time Period

The overall time period for the project is 10 years from the date of commissioning of project.

**Procurement of IT hardware & system software, OS licenses and development & deployment of necessary software applications for the Transport department:** The successful bidder shall supply, install and commission the hardware & necessary system software, OS and software applications as required for the project as per the implementation/project plan for the various sites. The equipments supplied under this category should carry ten years onsite comprehensive OEM guarantee / warranty. This ten year period shall commence from the date of commissioning of the project. For any offices commissioned after the "Date of commissioning" the successful bidder would provide 10 year onsite comprehensive OEM guarantee / warranty from the commissioning of those offices.

### 3.7. Language of Proposal

The proposal, and all correspondence and documents related to the proposal exchanged between the bidder and the Transport department shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language.

### 3.8. Currencies of Proposal Payment

The currency of the proposal offer and the payments shall be in Indian Rupees (INR).

### 3.9. Proposal Validity

The bids shall be valid minimum for a period of "SIX MONTHS" from the date of submission of the bid. On completion of the validity period (6 months), in case required, Transport Department – Government of Punjab, may request the bidders for an extension of period of validity. The request and the responses thereto shall be made in writing (by fax or email or courier).

### 3.10. Earnest Money Deposit

The bidder shall furnish, as part of its bid, a refundable EMD comprising of demand draft of INR 1,00,000 (Indian Rupees One lakhs). The demand draft should be drawn on a nationalized/scheduled bank valid for 90 days and in favor of "Deputy Controller (F&A), o/o State Transport Commissioner, Punjab" payable at Chandigarh.

The bid will be disqualified if the EMD is not submitted along with the Technical proposal. Unsuccessful bidders EMD will be returned as promptly as possible, but not later than 60 days after the award of the contract to the successful bidder. The successful bidders EMD will be discharged upon the successful bidder signing the contract. No interest will be payable by the Transport department on the amount of the EMD.

The EMD may be forfeited:

- If a bidder withdraws his bid after submission to the Transport department; or
- In the case of a successful bidder, if it fails to sign the agreement within the specified time limit.

### 3.11. Tender Fee

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&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.

### 3.12. Submission of Proposal

The bidder shall prepare the proposal in two parts. First part shall comprise of the Technical proposal, second part shall comprise of financial proposal.

The bidder will submit one original set of the documents comprising the parts of the proposal as described in RFP (any additional information shall be provided as appendix and be clearly marked as Appendix to proposal), and clearly marked "**ORIGINAL**". In addition, the bidder shall submit one hard and one soft copy (on a CD/DVD) of the proposal and clearly marked "**COPIES**". In the event of discrepancy between proposals or between soft copy & hard copy, the **ORIGINAL HARD COPY** shall prevail.

The original and all copies of the technical proposal shall be placed in separate sealed envelopes clearly marked "**Technical Proposal for selection of vendor 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”.**

The original of Financial proposal shall be placed in a sealed envelope clearly marked **“Financial Proposal for Selection of vendor 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”**. The envelopes of all the proposals shall be placed into an outer envelope and sealed properly. This outer envelope shall bear the submission address, reference number and title of the RFP and be clearly marked **“Do Not Open except in presence of the officials appointed, before [insert the time and date of opening of bids as indicated in the Data Sheet]”**.

The department shall not be responsible for misplacement, losing or premature opening if the outer envelope or envelopes of any of the two proposals are not sealed and/or marked as stipulated. This circumstance may be case for proposal rejection. If the proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive. The original and copies of the proposal shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the proposal, where entries or amendments have been made, shall be initialed by the person signing the proposal.

All signatures in Proposal document shall be dated appropriately.

The proposals shall be submitted at the following address:

**Superintendent (Policy),  
Office of the State Transport Commissioner, Punjab  
Second Floor, S.C.O. No. 177-178,  
Sector-17C, Chandigarh 160017  
Tel: 0172 2771173 Fax – 0172 2706943**

Any proposals sent via email or fax will not be accepted by the department and will be summarily rejected. The bidders also need to ensure that the technical proposals shall not contain any financial information related to this project. Any such bids will be summarily rejected by the department.

### 3.13. Liquidated Damages

In the event successful bidder fails to provide the services in accordance with the service levels & standards, successful bidder shall be liable for penalty as per the terms and conditions of Service Level Agreements (SLAs).

## 4. Eligibility Criteria

The bidder should comply with the following eligibility criteria for evaluation:

- 1.) The bidder must be an IT company registered under the Indian Companies Act 1956 engaged in the IT related activities/services for at least last five years.
- 2.) The Bidder should possess a Permanent Account Number (PAN) in his name.
- 3.) The bidder must have minimum annual turnover of Rs. 25 Crores for each of the last three financial years.
- 4.) The turnover of the bidder from the IT services (i.e. other than the sales of hardware or networking components) should be at least 20% of annual turnover in each of the last three financial years.
- 5.) The bidder should have positive net worth (measured as paid-up capital plus free reserves) of at least INR 2 Crores for the latest financial year.
- 6.) The bidder should be in net profit in the last financial year.
- 7.) 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.
- 8.) The bidder must have experience of at least 10 such sites of conducting test on wireless system for minimum of 3 years.
- 9.) The bidder must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008 certificate.
- 10.) The bidder shall not be under a declaration of ineligibility/banned/black listed by any state or central government in India for corrupt or fraudulent practices in last three years from date of submission of bid.
- 11.) The bidder / lead bidder should have at least 25 IT professional employees on its payroll as on 30.11.2012

The bids would be evaluated based on the following evaluation matrix:

Technical Evaluation			
S. No.	Criteria	Marks	Maximum marks
1	The bidder must have minimum annual turnover of Rs. 25 Crores for each of the last three financial years		10
	- 25 to 30 Crores	3	
	- 31 to 40 Crores	5	
	- more than 40 Crores	10	
2	The bidder should have at least 25 IT professional employees on its payroll as on 31.12.2012.		10
	- 25 to 50-	3	
	- 51 to 100	5	
	- more than 101	10	
3	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		20
	2 government IT project in India	10	
	3 government IT projects under in India	15	
	4 or more government IT projects in India	20	
4	The bidder must have experience of at least 10 such sites of conducting test on wireless system for minimum of 3 years.		30
	-Experience of 10 sites	10	
	- Experience of more than 10 but less than 20 sites	20	
	- Experience of more than 20 sites	30	
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
	- ISO 9001 : 2008 Certificate	5	
	- CMMI level 3 Certificate	5	
6	Technical Presentation		20
			100

The bidder would be required to obtain minimum 60 marks as per above matrix & qualify as technically suitable for the said project and be eligible for next round i.e. price proposal under this tender

Transport Department would have the right to review the Technical Proposals and seek clarifications where necessary.

## 5. Bidding Process and Evaluation

### 5.1. Evaluation of Technical Proposal

The technical proposal furnished by the bidder shall be examined to substantiate the compliance with the bidder's eligibility criteria as set out for this project in terms of organizational, financial, technical experience etc.

- The evaluation committee will open the technical proposals of the bidders, in the presence of bidder's designated representatives at the time, date, and location, as intimated by the Transport department. The bidder's representatives who are present shall sign a register evidencing their attendance.
- Department will reserve the right to reject any conditional proposals or proposals submitted with deviations from the Scope of work and terms & conditions.
- After the technical evaluation is completed and approved by the committee, the department shall inform the bidders qualifying the technical round. The Financial proposals of all such technically qualified bidders will be opened by the evaluation committee as per the date, time and location communicated to all the technically qualified bidders.

The Checklist of the Documents forming a part of the Technical bid has been provided in the Section 6 of this RFP.

### 5.2. Evaluation of Financial Proposal

The committee will then proceed to open and evaluate the financial proposal of the technically qualified bidders scoring more than 60 marks in technical evaluation. The financial evaluation will take into account the information supplied by the technically qualified bidders in the financial proposal.

The Quality and Cost Based Selection (QCBS) methodology will be used for evaluation of the bids. Technical proposal marks (T) will have 70% of the weightage and Price proposal (C) will have 30% weightage. The successful bidder will be determined based on the final marks (S) obtained, the following formula will be used for calculating the final marks.

$$S = (C_{low} / C) * 0.3 + (T / T_{high}) * 0.7$$

$$\text{Final Marks (F)} = 100 * S$$

C-low	Lowest Price
C	Price quoted by the bidder
T-high	Highest Technical Score Obtained
T	Technical Score of the bidder



The Bidder scoring the maximum final Marks (F) shall be declared as the Successful Bidder.

## 6. Checklist

This section gives the details (documents, certificates etc.) which the bidder should provide as part of his proposal.

The Technical proposal should be accompanied by the following documents:

- The proposal shall be enclosed in a separate sealed envelope clearly marked as "Technical proposal" as explained in earlier sections..
- A power of attorney in the name of the person authorized to sign the bid.
- The bidder must be an established IT company registered under the Indian Companies Act 1956 engaged in the IT related activities/services for at least last five years. A certificate of incorporation to this effect has to be attached as a part of proposal.
- Self attested copy of Permanent Account Number (PAN) of the bidder shall be submitted along with the technical proposal.
- The bidder must have minimum annual turnover of Rs. 25 Crores for each of the last three financial years. Audited balance sheets and Profit & Loss account statements for the last three financial years shall be submitted as a part of Technical proposal. Chartered Accountants certificate confirming the figures shall also be submitted.
- The turnover of the bidder from the IT services (i.e. other than the sales of hardware or networking components) should be at least 20% of annual turnover in each of the last three financial years. Chartered Accountants certificate to that effect must be submitted by the bidder.
- The bidder should have positive net worth (measured as paid-up capital plus free reserves) of at least INR 2 Crores for the latest financial year. Chartered Accountants certificate to that effect must be submitted along with Technical proposal.
- The bidder shall be in net profit in the last financial year. The statutory auditor's certificate for the same effect shall be attached with the technical proposal.
- 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 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.

- The bidder must possess a valid (as on the date of submission of bid) quality certification ISO 9001:2008.. A self attested copy of the certificate is to be attached with this proposal. The bidder must also attach self attested copies of any other quality certificates like CMMi etc issued to them.
- The bidder shall not be under a declaration of ineligibility/banned/black listed in last 3 years by any state or central government in India for corrupt or fraudulent practices as on date of submission of bid. A self certificate to the same effect shall be submitted along with this proposal.
- Bidder Organization Profile and Experience. As per the Format provided in TP 1
- Description of the Approach, Methodology and Work Plan for performing the assignment. As per the format provided in TP 2
- Technical Specifications, make and quantities of the proposed equipments. As per the format provided in TP 3

The Financial proposal should be accompanied with the following documents:

- A covering letter as provided in the format FP 1 duly signed by the person authorized to sign the bid.
- Financial Bid Form FP 2, as provided.

## 7. Payment Terms

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 of MIS reports which are generated from the system.

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.

## 8. Independence

The terms of independence that are supposed to be followed by bidder or by the people engaged by your concern are detailed as follows:

- a. That successful bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent concern and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party. successful bidder must acknowledges that it's rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of Department of Transport, Punjab or any department or affiliate thereof.
- b. Successful bidder's personnel, employees etc. have no authority/right to **bind** Department of Transport in any manner. It is also clarified that the personnel or employees being provided by successful bidder shall be employed by successful bidder only and governed by terms of successful bidder's employment and successful bidder shall be solely responsible and liable in the event of any adverse claims of whatsoever nature made on Department of Transport by any employees of your concern.

## 9. Compliance with Laws

That successful bidder hereto comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.

That successful bidder shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

## 10. Security and Safety

- a. Successful bidder shall also comply with Government of Punjab's information technology security and standards policies in force from time to time at each location of which Department of Transport or its nominated agencies makes you aware in writing insofar as the same apply to the provision of the services.
- b. Successful bidder shall endeavor to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with Department of Transport's or any of its nominees data, facilities or Confidential Information.
- c. Successful bidder shall upon reasonable request by Department of Transport or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- d. Successful bidder shall promptly report in writing to the department for any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at Department of Transport's facilities. That the successful bidder shall take all necessary action to protect the Confidential Information against misuse, loss, destruction, alteration or deletion as per the Non Disclosure Agreement signed with the Department

## 11. Termination

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

## 12. Resolution of Disputes

The Department of Transport and successful bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If the Department of Transport and successful bidder have been unable to amicably resolve the dispute, then the issue will be referred to the arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator for such purposes will be the Administrative Secretary to the Government of Punjab, Dept. of Transport. All arbitration proceedings shall be held at Chandigarh, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. Any legal dispute will come under Punjab State jurisdiction.

### **Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by fax, email or any other reasonable mode of communication. A notice shall be effective from the date when delivered, emailed or faxed whichever is earlier.

## 13. Audit, Access and Reporting

Successful bidder shall on request allow access to Department of Transport or its nominated agencies and its nominees to all information which is in the possession or control of successful bidder which relates to the provision of the services as set out in the Audit, Access and Reporting requirements and is reasonably required to comply with the directions issued by the office of State Transport Commissioner, Punjab from time to time.

### **Audit Notice and Timing**

The frequency of audits which shall be half yearly basis, provided always that Department of Transport or its nominated agencies shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to successful bidder.

### **Audit Rights**

Department of Transport or its nominated agencies during the currency of project shall have the right to audit and inspect suppliers, agents, facilities, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify.

### **Exclusivity:**

The Department undertakes that it shall not assign or involve any other party / vendor / service provider for the above mentioned Scope of work during the subsistence of the validity of this contract.

### Force Majure

Successful bidder shall not be liable for a failure to perform any of its obligations under this contract insofar as if successful bidder proves that the failure was due to an impediment beyond control of successful bidder (including delivery stoppage of deliverables, strike, lockout, other labour disputes, legal disputes, ambiguity of related law and other interruptions). Successful bidder must give notice to the Department of the impediment as soon as practicable. The ground of relief under this Article has effect as long and to the extent that the impediment subsists.

## 14. Technical Specifications

The minimum indicative specifications for hardware to be installed by the successful bidder have been given in the table below

ITEM	EXPECTED MINIMUM CONFIGURATION
Master Handset	<p>Battery- Min 2 X AA Batteries.</p> <p>LED Based Low Battery and response indicator</p> <p>Minimum 80 meters Communication range</p> <p>Frequency Range :2400 MHz to 2500 MHz</p> <p>All Master Control features for the response System</p> <p>Current utilization in Stand By and ON mode should not be more than 60<math>\mu</math>A and 40mA.</p>
Applicant's Handset	<p>Battery- Min 2 X AA Batteries.</p> <p>LED Based Low Battery and response indicator</p> <p>Minimum 80 meters Communication range</p> <p>Frequency Range :2400 MHz to 2500 MHz</p> <p>Current utilization in Stand By and ON mode should not be more than 60<math>\mu</math>A and 40mA.</p> <p>Answer input should be :YES/NO, TRUE/FALSE, Single Numeric, Multiple Numeric, Multiple Choice, Multiple Mark</p>
Wireless Receiver	<p>Wireless Receiving rang Should be not less than 100 meters</p> <p>Should be compatible with 32 and 64 bit Windows XP and Windows 7 or higher versions</p> <p>Must Support Multiprocessors: Intel /AMD With minimum 2 GHz</p>

	Should Support Graphic Card with 16/32 bit Colour
CPU	<p>System Information:</p> <p>Chipset Intel® G41 Express Chipset  Processor • Intel Core™2 Quad</p> <ul style="list-style-type: none"> <li>• Intel Core2 Duo</li> <li>• Intel Pentium® Dual Core</li> <li>• Intel Celeron®</li> </ul> <p>Video:</p> <p>Video type:  Integrated on system board  Intel GMA X4500  Discrete Mini Tower: PCI-E x16 full-height graphics card  Slim Tower: PCI-E x16 half-height graphics card</p> <p>Video memory:  Integrated up to 512 MB shared video memory (with 1 GB system memory)  Discrete NVIDIA GeForce G310 - 512 MB  NVIDIA GeForce GT 220 (for Mini Tower only) - 1 GB</p> <p>Memory:</p> <p>Memory module connector two DIMM slots  Memory module capacity 1 GB or 2 GB  Memory type 1066 MHz DDR3  Minimum memory 1 GB  Maximum memory 4 GB</p> <p>Drives</p> <p>Externally accessible  3.5-inch drive bays  5.25-inch drive bays</p> <p>Internally accessible:  3.5-inch SATA drive bays (at the back of the computer)</p> <p>Green light — indicates that a good 10/100 Mbps connection exists between the network and the computer.  Yellow light — indicates network activity.  Orange light — indicates that a good 1000 Mbps connection exists between the network and the computer.  Off (no light) — the computer is not detecting a physical connection optical drive activity.  Green Light — indicates that the computer is reading data from or writing data to the optical drive.</p>

	<p>Blue Light — indicates that the computer is reading data from or writing data to the hard drive with the system board.                  Blinking amber light — indicates a problem system board or power supply.                  not start) — indicates a problem with the</p> <p>Available devices:</p> <p>3.5-inch SATA hard drives                  5.25-inch SATA DVD-ROM,                  DVD/CD-RW, and                  DVD+/-RW drives</p> <p>Control Lights and Diagnostic Lights</p> <p>Power button light Solid blue light — indicates power-on state.                  Blinking blue light — indicates sleep state of the computer.</p> <p>Drive activity light: or                  Displays the SATA hard drive                  Network connectivity light                  Physical                  Height 37.0 cm (14.5 inches) 37.3 cm (14.6 inches)                  Width 17.0 cm (6.7 inches) 10.6 cm (4.2 inches)                  Depth 42.7 cm (16.9 inches) 43.7 cm (17.2 inches)                  Weight (Minimum) 6.1 kg (13.5 lb) 5.8 kg (12.8 lb)                  POWER                  Mini Tower 300 W 1338 BTU/hr 115/230 VAC                  50/60 Hz                  9.0/4.5 A                  Slim Tower 250 W 1233 BTU/hr 115/230 VAC                  50/60 Hz                  8.0/4.0 A</p>				
<p>Display System</p>	<p>Display system: 3 LCD system</p> <p>Display device:</p> <table border="1" data-bbox="430 1612 1304 1843"> <tr> <td data-bbox="430 1612 889 1717">Size of effective display area</td> <td data-bbox="889 1612 1304 1717">0.63 inches (16.0 mm) x 3, BrightEra, Aspect ratio: 4:3</td> </tr> <tr> <td data-bbox="430 1717 889 1843">Number of pixels</td> <td data-bbox="889 1717 1304 1843">2,359,296 (1024 x 768 x 3) Pixels</td> </tr> </table> <p>Projection lens</p>	Size of effective display area	0.63 inches (16.0 mm) x 3, BrightEra, Aspect ratio: 4:3	Number of pixels	2,359,296 (1024 x 768 x 3) Pixels
Size of effective display area	0.63 inches (16.0 mm) x 3, BrightEra, Aspect ratio: 4:3				
Number of pixels	2,359,296 (1024 x 768 x 3) Pixels				



Zoom	Manual (Approx. 1.3 x)
Focus	Manual
<p>Light source: High-pressure mercury lamp 210 W type</p>	
<p>Recommended lamp replacement time*1: 3000 H / 4500 H / 6000 H (Lamp mode: High / Standard/ Low)</p>	
<p>Filter cleaning cycle: Max. 6000 H*1 / Same time as the lamp replacement is recommended</p>	
<p>Screen size: 30 inches to 300 inches (0.762 m to 7.62 m)*2</p>	
<p>Light output (Lamp mode: High / Standard/ Low): 2600 lm / 2100 lm / 1700 lm</p>	
<p>Color light output: 2600 lm / 2100 lm / 1700 lm</p>	
<p>Contrast ratio (full white / full black)*3: 2500:1</p>	
<p>Speaker: 1 W x 1 (monaural)</p>	
<p>Displayable scanning frequency:</p>	
Horizontal	14 kHz to 93 kHz
Vertical	47 Hz to 93 Hz

## 15. Annexure

### TP 1

<b>Assignment Name:</b>	<b>Approx. value of the contract (in Rs.):</b>
<b>Country:</b> <b>Location Within Country:</b>	<b>Duration of Assignment(months):</b>
<b>Name and contact details of Client:</b>	<b>Approx. value of the services provided by your firm under the contract (in Rupees.)</b>
<b>Address of Client:</b>	
<b>Start date(month/Year):</b> <b>Completion date(month/Year):</b>	
<b>Name of Associated Consultant if any:</b>	
<b>Narrative description of project:</b>	
<b>Description of actual services provided by your staff within the project:</b>	

## TP 2

### **Description of the Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the technical proposal. You are suggested to present your technical proposal (inclusive of charts and diagrams) divided into the following three chapters:

- 1.) Technical Approach and Methodology,
- 2.) Work Plan
- 3.) Required experiences

- 1.) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- 2.) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
- 3.) **Required Experiences:** In this chapter you should provide the details of the projects / experiences as required for evaluation of the technical bids

### TP 3

S. NO.	Item	Specifications	Compliance (Yes/ No)	Non compliance points

## FP1

To

State Transport Commissioner, Punjab  
S.C.O.No. 177-178, Sector-17C,  
Chandigarh 160017

**Ref: RFP for selection of vendor 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.**

Dear Sir,

Having examined the RFP Document, we, the undersigned, offer to execute turnkey project on build, own, operate and transfer (BOOT) basis for the computerization of the Transport department to conduct Learner License test for citizen and integrating the same with currently deployed applications in department in the state of Punjab for a period of 10 years and offer services as required and outlined in the RFP for same. We hereby attach the financial proposal as required under the RFP and which constitutes our bid.

We undertake, if our bid is accepted, to adhere to the implementation plan (key events/ activities and dates of the project) put forward in the RFP or as approved by the department during bid process. If the contract is awarded to us, we will obtain a performance bank guarantee in the format given in the RFP issued by a nationalized bank in India, acceptable to Transport department, for a sum of INR 50 Lacs (Rupees Fifty lacs only), for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the RFP and also agree to abide by this bid response for a period of SIX MONTHS from the date fixed for submission of bids and it shall remain binding upon us. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We agree that you are not bound to accept the lowest or any bids you may receive. We also agree that you reserve the right in absolute sense to reject all or any bid without assigning any reason whatsoever.

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.

Dated: ..... Day of .....2012

(Signature)

(In the capacity of)

Duly authorized to sign the bid response for and on behalf of:

.....  
.....

(Name and Address of Tendering Company)

Seal and Stamp of Bidder

## FP2

S. No.	Type of Transaction	Cost (In INR) to be paid by the applicant for Single Transaction
1.	Conducting test for Learner License	

The prices shall be shall be inclusive of all taxes, duties, charges & levies, out of pocket expenses etc. as applicable.

# Agreement Between Department of Transport, Government of Punjab

And

Operator

For

**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**





## Table of Contents

<u>1</u>	<u>Master Services Agreement</u>	4
<u>1.1</u>	<u>Definitions and Glossary</u>	5
<u>1.2</u>	<u>Documents comprising the Agreement</u>	7
<u>1.3</u>	<u>Scope of Work</u>	7
<u>1.4</u>	<u>Priority of documents</u>	8
<u>1.5</u>	<u>Summary of Scope of Work</u>	9
<u>1.6</u>	<u>Detailed scope of work</u>	10
<u>1.7</u>	<u>Roles &amp; Responsibility</u>	17
<u>1.8</u>	<u>Contractual Time Period</u>	19
<u>1.9</u>	<u>Payment Terms</u>	19
<u>1.10</u>	<u>Work Policy</u>	20
<u>1.11</u>	<u>Independence</u>	21
<u>1.12</u>	<u>Compliance with Laws</u>	22
<u>1.13</u>	<u>Security and Safety</u>	22
<u>1.14</u>	<u>Confidentiality and Secrecy</u>	23
<u>1.15</u>	<u>Termination</u>	23
<u>1.16</u>	<u>Indemnification</u>	24
<u>1.17</u>	<u>Limitation of Liability</u>	26
<u>1.18</u>	<u>Force Majeure</u>	26
<u>1.19</u>	<u>Successors</u>	27
<u>1.20</u>	<u>Resolution of disputes</u>	27
<u>1.21</u>	<u>Exit Management</u>	27
<u>1.22</u>	<u>Insurance Requirement</u>	33
<u>1.23</u>	<u>Notices</u>	33
<u>1.24</u>	<u>Software Licenses</u>	33
<u>1.25</u>	<u>Audit, Access and Reporting</u>	33
<u>1.26</u>	<u>Project Management</u>	36
<u>1.27</u>	<u>Intellectual Property Rights</u>	39

<a href="#">1.28</a>	<a href="#">Governing Law Jurisdiction</a> .....	40
<a href="#">1.29</a>	<a href="#">Survival of Provisions</a> .....	40
<a href="#">1.30</a>	<a href="#">Rights and Remedies</a> .....	40
<a href="#">1.31</a>	<a href="#">General Provisions</a> .....	40
<a href="#">1.32</a>	<a href="#">Corporate Authority / Further Assurances</a> .....	40
<a href="#">1.33</a>	<a href="#">Performance Bank Guarantee</a> .....	41
<a href="#">1.34</a>	<a href="#">Obligations of the Operator</a> .....	42
<a href="#">1.35</a>	<a href="#">Prevention of Corrupt or Fraudulent Practices</a> .....	44
<a href="#">1.36</a>	<a href="#">Interpretation of Clauses</a> .....	45
	<a href="#">Annexure A: Change Request Notice</a> .....	46
<a href="#">2</a>	<a href="#">Non-Disclosure Agreement</a>	49
<a href="#">3</a>	<a href="#">Service Level Agreement</a>	52
	<a href="#">Annexure I</a>	58
	<a href="#">Appendix A</a>	61

## Master Services Agreement

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**BETWEEN:**

**Department of Transport, Government of Punjab** having its administrative office at Department of Transport, SCO 175 - 176, Sector-17, Chandigarh, India hereafter referred to as "Client" (hereinafter referred to as 'Client', which expression shall, unless the context otherwise requires, include his successors in office, assignees and delegates) of the FIRST PART;

**AND**

.....

**WHEREAS**

Department of Transport, Government of Punjab, with a view to leverage state-of-art technologies and to streamline the administration of Department of Transport, to provide a responsive and effective administration for an efficient, speedy, simple and cost effective service to the citizens. To achieve this objective, the State government has decided to introduce e-Governance in the Department of Transport processes & services provided by the department at all the field offices of the department across the state of Punjab.

And whereas

The Department of Transport, Punjab intends to grant to the Operator the right to undertake and implement the Project on the terms and conditions mentioned in this Agreement;

And whereas

The operator in pursuance of its bid undertakes to implement the project during the Term;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, ASSURANCES, REPRESENTATIONS AND PROVISIONS SET FORTH HEREIN**, the STC, Punjab on behalf of Department of Transport, Punjab and the Operator have agreed to enter into this Master Services Agreement ("MSA") to govern the execution of the Project in accordance with roles and responsibilities of the parties as defined in the RFP.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## Definitions and Glossary

### Key Definitions

- **"Agreement/ Contract Agreement/ Contract"** means this Agreement signed between the parties mentioned above, inclusive of but not limited to all the annexure, appendix the RFP, the Proposal/ Bid with all clarifications and undertakings submitted by the successful BOOT operator, the acceptance and all related correspondences;
- **"Bid/ Proposal"** means the pre-qualification bid, technical bid, commercial bid, undertakings, clarifications, acceptance letters and all related correspondences by the Successful BOOT operator for this project against the RFP;
- **"Client/Department"** means Department of Transport, Government of Punjab;
- **"Client Data"** means all proprietary data of the client which an operator obtains, possesses or processes in the context of providing the services to the users pursuant to this Agreement;
- **"Commissioning of the project"** means the date by which citizen services are started from at least 90% of the total office locations i.e. site preparation, hardware installation, software installation, networking, etc. (except the completion of data digitization of legacy records) is completed and the services are started from the offices and the same is confirmed by the concerned authority;

- **“Material Breach”** means a breach by either Party (Client or Operator) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
- **“Operator / BOOT Operator”** means the selected bidder;
- **“Operations and Maintenance”** means the day to day activity that is carried out on regular/periodic basis for keeping the project up and running;
- **“Parties”** mean Client and the BOOT Operator for the purposes of this Agreement and **“Party”** shall be interpreted accordingly;
- **“Project”** means **selection of vendor 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**, an initiative of Department of Transport, Government of Punjab to be implemented in the State of Punjab as per this Agreement;
- **“Service Level”** means the level of service and other performance criteria which will apply to the services as set out in the SLA parameters effective during the term of Agreement;
- **“Term/ Period”** means the duration of this Agreement i.e. from effective date of contract till completion of 10 years from commissioning of the project;
- **“Transfer”** means the exchange of ownership of the equipments and services used in this project;
- All references to **time** are to the Indian Standard Time;
- A **‘day’** (including within the phrase ‘business day’, ‘working day’) shall mean a period of 24 hours running from midnight to midnight;
- References to a **‘business day, working day’** shall be construed as a reference to a day on which Government offices in the State of Punjab are generally open;
- **“Office Hours”** is defined in section 1.6.6 of this document. Non office hours is defined as the time other than office hours;

- **RFP** means the Request for Proposal that was released by Department of Transport, Government of Punjab, for the selection of vendor 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;

#### Glossary

- **“DEO”** means Data Entry Operators
- **“IPR”** means Intellectual Property Rights
- **“SLA”** means Service Level Agreement
- **“LL”** means the learners license
- **“MSA”** means Master Service Agreement
- **“PBG”** means Performance Bank Guarantee
- **“STC”** means State Transport Commissioner
- **“DTO”** means District Transport Office
- **“O&M”** means Operations and Maintenance

### Documents comprising the Agreement

This agreement comprises of following documents:

1. Master Service Agreement (MSA), Non disclosure Agreement (NDA) and Service Level Agreement (SLA);
2. RFP, corrigendum & clarifications released by the Department with reference to the RFP;
3. Technical bid, Financial proposals, Clarifications and Undertakings submitted by the operator during the bid evaluation process;

### Scope of Work

The government proposes to avail the services of a private party on BOOT model under Public Private Partnership basis **for a period of ten years** after commissioning of the project for all 22 DTOs to be covered under the project. It is to be explicitly noted that except for site preparation and housekeeping, none of the tasks mentioned in the scope of the work can be outsourced to other parties. The ultimate

responsibility of all the tasks rests with the BOOT operator and the department would deal only with him at all times.

The role of the selected bidder would be to provide all the citizen services of the department of transport related to conducting of Learner License test through an automated system. In order to perform various operations the successful bidder would be required to undertake the following activities:

- To provide a complete setup for conducting Learner License Test, including but not limited to software development, civil infrastructure, IT infrastructure and connectivity for such system.
- To provide a system working on wireless platform (multiple terminals connected to single controller) with instant data transfer between different nodes.
- The System must provide a complete range / sets of Question for the Learner License Test. Question Bank to be prepared and finalized with due consultation with Transport Department.
- The solution must be scalable from 10 to 50 devices i.e. provision for adding nodes to the system as and when required.
- Should be multilingual with the basic requirement being ENGLISH & PUNJABI.
- There should be provision for random selection of questions from the question bank and the same to be displayed on LCD / projector board.
- 10 random questions to be asked by system for each test and as per fixed passing percentage, system will display the result after completion of test.
- The single question must appear with multiple options as answer and each answer should be highlighted in different color for the ease of identification.
- The system is to be integrated with the present online application system of the department "SARATHI".
- The system should have an option of 'reappear for test' after 7 days, in case the applicant is unsuccessful.
- System should generate the reports as per requirement of Transport Department but not limited to:
  - Date wise candidates appeared for test

- Date wise details of candidates passed in the test along with their marks
  - Date wise details of candidates failed in the test along with their marks
  - Any other report as required by Transport Department.
- The successful bidder will have to install its own power meter and pay for the power consumed for such operations.
  - Minimum 4 hour power backup to be provided by the successful bidder at each site location (DTO)

### Priority of documents

This Agreement including its Annexure, Appendix, represents the entire agreement between the Parties. If in the event of a dispute regarding the interpretation or meaning of this Agreement, it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement comprising of Master Service Agreement, Non Disclosure Agreement, Service Level Agreement ;
- (b) Request for Proposal for the selection of vendor 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; and
- (c) Proposal/ Bid submitted by the successful bidder

For the avoidance of doubt, it is expressly clarified that in the event of a conflict among (a), (b) and (c) as mentioned above, (a) shall prevail over (b) and (c); further (b) shall prevail over (c). Further, the corrigendum will prevail over the RFP.

### Summary of Scope of Work

Scope of work	Location	Period
---------------	----------	--------



Site Preparation for LL Test centers	DTO: 22	To be completed within 3 months from date of effective date
Installation of hardware, software, networking equipments	DTO: 22	To be completed within 3 months from date of effective date
Deployment of manpower	DTO: 22	From effective date till the end of 10 years from the commissioning of project.
Operations & Maintenance	DTO: 22	From effective date till the end of 10 years from the commissioning of project.

## Detailed scope of work

### Site Preparation for LL Test Centres and Maintenance

The operator shall undertake site preparation so as to meet the requirements of computerization.

Site preparation activity needs to be carried out at all the 22 DTO offices.

The Department will provide the adequate space to the operator with basic facilities<sup>1</sup> while the operator will be responsible for carrying out necessary site preparation work to establish LL test centers as required for the project. All other expenses (recurring or capital) for site preparation & maintenance shall be borne by the operator at its own cost. An indicative list of tasks, but not limited to, that need to be accomplished for the site preparation activity is as follows:

1. Removal of doors and windows (Steel or wood) with chokhats by making recesses in walls when the wall is not to be dismantled
2. Providing and fixing false ceiling with gypsum boards
3. Providing and fixing commercial black board with sun-mica for computers
4. Providing and fixing doors and windows including door springs complete in all respects
5. Providing and fixing aluminum partition
6. Flooring with ceramic tiles
7. Plastic paint on walls
8. Split air conditioners together with necessary stabilizers etc.
9. Installation of sub-meter
10. Electrical wiring work as per the required no. of counters and back office terminals
11. Necessary LAN work for the users in the office
12. Providing adequate furniture at the counters as well as in the back end including chairs

---

<sup>1</sup> Basic facilities provided by the department will be limited to normal electricity connection (sub-meter to be installed by operator at its own cost), lighting, fans, ventilation and water supply to a nearby point.

The operator will also be required to undertake maintenance of the sites as per the requirement from time to time as per the satisfaction of the department and as per the quality standards during the currency Term of this project.

### **Provisioning of Hardware and system software**

#### **a. Procurement**

The operator will be required to procure the hardware and system software at his own cost as per the bill of material (adhering to the brands, specifications etc.) submitted by the operator and agreed upon during the bid process. The hardware procured by the operator shall be new and shall not be end of life equipment. The hardware that will be deployed shall meet minimum specifications mentioned in RFP.

Any additional hardware/software required during the project to achieve the SLAs (as a part of this Agreement) will have to be provisioned by the operator at no additional cost to the department.

#### **b. Maintenance**

- i. The operator will be required to maintain the hardware and system software as per the requirements to deliver the services of the department. The scope of hardware support services will include, but not limited to, preventive and corrective comprehensive maintenance and cover installation, on-site diagnosis and resolution of hardware faults in response to the reported problems. Operator will also resolve all the hardware problems detected during routine operational support activities and will ensure that the problems are resolved to meet the defined SLAs. Maintenance will also include appropriate replacement and/or replenishment of systems and networking equipments as and when required.
- ii. The operator will be required to maintain appropriate onsite AMC till the end of 10 years from the date of commissioning of project.
- iii. In the case of antivirus software, operator will need to upgrade the new anti-virus definition every 2 weeks or as promptly as possible.

- iv. If at any time during the period of the contract, hardware, system software and the relevant infrastructure are not found to be in conformity with the minimum standards mentioned in the RFP and as accepted in the bid, the Department of Transport would be entitled to take suitable punitive action including imposition of penalties (as defined in service level agreement) or Termination of Contract depending upon the situation.
- v. Operator will need to upgrade the system to meet the newer versions or upgrades of software application SARATHI.

### **Insurance**

The operator shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to Department of Transport prior to the start of operations. The operator shall take and keep effective all the insurances during the period of the Contract.

### **Training**

#### **i. Training to staff of the Department of Transport**

The operator would provide training on the following areas to the staff of the Department of Transport so that the transfer of operations is a smooth process and takeover does not create any hurdle in operations of the computerized centre:

- (a) Training on applications application developed by operator

#### **ii. Continuity of operations**

#### **iii. Cost of training**

The operator will bear all the cost of training to its staff employees and to the Department of Transport staff. It will be the responsibility of the operator to arrange for the space and infrastructure required for training to the department/NIC will not be responsible to provide any space or infrastructure.

## Operations and Maintenance

The operator is expected to operate and maintain all the 22 DTO offices to conduct LL test for Department of Transport as per the SLAs given in Service Level Agreement for the duration of the contract.

The working hours (or office hours) & days of various offices have been mentioned below, while in case of any change in the working hours (or office hours) / days the operator will be required to comply with the same.

Location	Office Hours
DTO Office	Mon – Friday (9am – 5pm)

The operator will be required to operationalize all DTO offices simultaneously. As part of the operations and maintenance function, the operator would therefore include:

### *Manpower provisioning*

The operator will provide well-trained and qualified staff at each site for network & system administration, first line maintenance and technical support to the department. The minimum staff requirements are as mentioned below, but the operator may have to deploy additional resources to achieve the desired SLAs as mentioned in Service Level Agreement.

S. No.	Designation	Minimum Requirement	Basis of estimation
1.	State Level Nodal Officer / Project Manager	1	At Chandigarh
2.	Technical resource/ Local manager	22	1 at each DTO
3.	Data Entry Operators	22	1 at each DTO

### *Network Administration*

Operator would be required to ensure the requisite networking, connectivity and maintenance at the Transport offices under this project.

### *System Support*

The activities related to system support to be carried out by the operator, but not be limited to, are as follows:

- Installation, upgradation and maintenance of desktops including OS, anti-virus or any other system software;
- Installation, upgradation, maintenance support for server software, server OS and any other system software;
- Installation, upgradation, maintenance support for server software;
- Installation, upgradation, maintenance support for RDBMS software;
- Guarding the systems against virus infections using latest anti-virus definitions and patches / upgrades;
- Taking regular system back-ups and data backups as per the prescribed procedure in tape drives/CDs/DVDs/hard disks at the local level as well as the centralized level;
- Regular & timely maintenance of hardware, system software, software applications, etc. as per the requirements of the department

### *Supply of Consumables*

The operator shall be responsible for making available all the consumables and any other goods or articles required from time to time for various operations of the project to be carried out by the operator, which include, but not limited to the following:

- Cartridges and/or ribbons for printers (it is important to note that the operator will replenish the empty cartridges with original and new cartridges. Under no circumstances sub-standard/refill cartridges would be used);
- Plain paper, files folders and other office stationery articles;
- CDs, DVDs, DATs and other storage consumables;
- Utilities like electricity, telephone, generator fuel, UPS battery etc. (operator will be responsible to pay for the installation of sub-meter and electricity bills based on readings of separate sub-meters to be installed by him at each location. The department will provide the site and the necessary connection till the site);
- Any other item which is required for the successful execution of the project.

#### *Utilities and Power requirements*

The operator will be required to meet the costs of all the utilities for the project for duration of 10 years from the date of the commissioning of the project. The operator will also be responsible to meet the utility charges during the data digitization activity. For this purpose, the operator will install sub-meters at all the project sites at its own cost, while the Department of Transport shall assist the operator in getting the requisite permits for the same.

For appropriate power back up, the operator will also be required to install and maintain an online UPS (with a minimum backup of 30 minutes) and a generator of adequate capacity to ensure uninterrupted operations of the services covered under this project.

#### *Adherence to SLAs*

The operator will be required to adhere to the service levels as defined in Service Level Agreement, regarding the required uptime for maintaining the quality of service expected from the operator.

The operator will be solely responsible for arranging all the tools/ software applications, including, but not limited to, network monitoring system and application performance management tool, required for monitoring the service levels of the system.

### *Pre-commissioning Tests*

Department will reserve the right to conduct pre-commissioning tests on all the hardware, software and infrastructure deployed at each department office by deploying a team of experts. The operator must ensure that all the sites prepared must conform to the standards as defined in the RFP and corrigendum and are to the best of industry standards to qualify for the pre-commissioning test.

It will be the responsibility of the department to conduct pre-commissioning tests (as desired by the Client) within 30 days from receiving the intimation from the operator. However, in absence of pre-commissioning tests being conducted beyond 30 days of commissioning of the site, Operator would be allowed to execute the service transactions and accordingly claim its payment.

### *Emergency Services*

The operator is expected to provide any or all of its services to cater to any emergency requirements that may arise during holidays or beyond working hours as and when requested by the department at no additional cost to the department.

### *Central Coordinating Office*

The operator will be required to set up a central coordination office at Chandigarh so that all the activities can be coordinated and regular interaction with the Client is facilitated. The office should have executives of necessary seniority to interact with Client officers.

It is important to mention that a separate office space for the operator's project manager needs to be provisioned at central coordinating office.

### *Back-up policy*

It would be the responsibility of the operator to take appropriate back up at the local level as well as the central level on a regular and periodic basis.

- The operator will take regular back up of the data on CDs, DVDs, hard drives, other machine etc. and will submit it to the authorized authority at the location;



### **Extension of contract on expiry of this contract**

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.

### **Change Request**

#### **(a) Change Request Note ("CRN")**

- (i) Change requests in respect of this Agreement, will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its initiator throughout the Change Request Process and will complete both part A and B of Annexure A. CRNs will be presented to the other Party's Project Manager who will acknowledge receipt of the CRN.
- (ii) The Operator and the Client, while preparing the CRN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as per this Agreement. It is explicitly stated that any additional hardware required during the O&M phase of the project to achieve the SLAs (as a part of this Agreement) will have to be provisioned by the operator at no additional cost to the department and will not be considered as as Change Request.

#### **(b) Quotation**

The Operator shall assess the Change Request and will provide as a minimum of the following information as part of Part B of CRN, attached as Annexure A:

1. a detailed description of the change;
2. a list of deliverables required for implementing the change;
3. impact on the project with the change
4. a timelines for implementation of change;
5. a detailed cost/ charges estimate of the proposed change; the operator would be compensated as

per the unit rates quoted by the operator in the financial proposal

6. an assessment of the value of the proposed change; and
7. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.

Prior to submission of the completed CRN to the Client, the Operator will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Operator shall consider the materiality of the proposed change in the context of this Agreement and the service delivery affected by the change and the total effect that may arise from implementation of the change.

### (c) Obligations

The Change Request Note will be reviewed and approved by the client. The Operator shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given by the Client, with effect from the date agreed for implementation and within an agreed timeframe.

### Roles & Responsibility

The tentative list of roles and responsibilities, but not limited to, of various stakeholders of the project have been mentioned in the table below.

Party	Build	Operate	Transfer
<b>B O O T O P</b>	<ol style="list-style-type: none"> <li>1. Preparation &amp; finalization of Detailed Project Plan in consultation with Department of Transport for site preparation, hardware &amp; software application deployment, training etc.</li> <li>2. Site preparation of the space allotted to</li> </ol>	<ol style="list-style-type: none"> <li>1. O&amp;M of Hardware, Software, Network etc.</li> <li>2. Providing man power to handle services</li> <li>3. Facility Management including management of infrastructure, utilities (like electricity, telephone etc.), ensuring safety and security of equipment of resources and</li> </ol>	<ol style="list-style-type: none"> <li>1. The operator shall transfer the operations and management of the DTO Offices to Department of Transport as per the contract terms &amp; the exit management plan agreed upon.</li> </ol>

Party	Build	Operate	Transfer
<p><b>E</b> <b>R</b> <b>A</b> <b>T</b> <b>O</b> <b>R</b></p>	<p>operator for carrying out necessary operations.</p> <p>3. Supply, install and commission servers, OS and database, desktop PCs, printer, UPS, Generator, networking equipments etc.</p> <p>4. Providing general facility /infrastructural / environmental support systems, safety and security measures at the sites.</p> <p>5. Development of software applications as per the requirements of department.</p>	<p>data etc.</p> <p>4. Back-office operations like data backup and archiving, generation of MIS reports, file transfer receipts etc.</p> <p>5. Supply of consumables like stationary, CDs, housekeeping, security etc.</p> <p>6. Keep the desktop's &amp; server's OS, other system software, antivirus and software applications and etc. up to date.</p> <p>7. The beneficiary of all licenses / insurance cover would be the operator till the period of contract and the Department after that.</p> <p>8. Training and assistance to respective officials for using the application.</p> <p>9. Electricity and other utility expenses</p> <p>10. Upload the data to the data center / State Data Center</p> <p>11. Generation of necessary reports at the departmental offices</p> <p>12. Management and quality control of all services and infrastructure</p> <p>13. Ensuring all SLAs are met</p> <p>14. Report all the problems related to the software applications in the formats provided</p> <p>15. Any other services which are required for the successful</p>	<p>2. All the equipment supplied by the operator to the Department of Transport under this Agreement would be transferred to Department of Transport on exit in good working condition.</p> <p>3. Operator will hand over a comprehensive list of asset inventory which would clearly show the date of purchase, location installed, equipment name and description, serial no. replacement date if any, etc.</p>

Party	Build	Operate	Transfer
		<p>execution of the project</p> <p>16. Addressing technology obsolescence by appropriate upgradation, replacement and /or replenishment of systems.</p>	
<b>T R A N S P O R T  D E P T.</b>	<ol style="list-style-type: none"> <li>1. Provide adequate sites with basic facilities at all the departmental locations at DTO. The department would hand over the site within 15 days of the signing of the contract.</li> <li>2. Arrange a separate power connection with meter / sub meter to support the power needs of the running the operations. The cost of the sub meters would be borne by the operator.</li> <li>3. Co-ordination with NIC for integration of software applications</li> <li>4. Provide detailed guidelines / manuals for all interactions between Department of Transport and operator at any location</li> </ol>	<ol style="list-style-type: none"> <li>1. Monitoring adherence of the SLAs either through a third party or by the department.</li> <li>2. Coordinating software installation and hand holding in case of any problems including software bugs.</li> <li>3. Any other requirements that could arise during operations of the field offices for effective governance and to meet any administrative requirements.</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign-off after ascertaining that the hardware and the other infrastructure is in usable condition when the same is transferred to the Department on the consummation of the agreement</li> </ol>
<b>N I C</b>	<ol style="list-style-type: none"> <li>1. Providing the integration support for SARATHI.</li> </ol>	<ol style="list-style-type: none"> <li>1. Resolution of bugs in the software application (SARATHI) as per the requirements</li> </ol>	-

## Contractual Time Period

The contractual period for this project is from the effective date to a time period of 10 years after the date of commissioning of the project.

## Payment Terms

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.

The below mentioned points to be taken into consideration for making payments to the Operator:

- a The payments will be done to the operator on monthly basis for the whole State
- 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.
- c The payment per transaction shall be made to the operator as per quotes mentioned in the financial bid presented hereunder:

Type of Transaction	Rates per Transaction (Rs)*
Conducting test for Learner Licence	

- d This is not a works contract, prices quoted are inclusive of VAT and excise duty
- 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.
- f The monthly payment on per transaction basis will be started, for any site only after successful commissioning of the project in the state.

- g Any penalties imposed on the operator for non-performance will be deducted from the subsequent payments as decided by the Project Management Committee.
- 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.
- 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.
- 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.

## Work Policy

The work policies that are supposed to be adhered to by the operator or by the people engaged by the Operator for this project have been listed below:

- a. That the operator agrees to employ its best efforts to meet the project timelines and standards as applicable.
- b. That the Department of Transport will provide the premises from where departmental services will be provided/ carried out. Any individual assigned for the performance of the services under this agreement, shall observe the rules and regulations of Department of Transport office; provided however, the adherence to such working hours of the Department of Transport office shall not constitute justification for non accomplishment of agreed schedules.
- c. That the operator shall not, knowingly engage any person with criminal record/conviction or any person who participates in a pre-trial diversion program and any such person shall be barred from participating directly or indirectly in providing the services under this Agreement.
- d. That the operator shall make sure that proper working atmosphere is maintained in the working area. No staff member is allowed for any sort of misbehavior in the premises of Department of

Transport or other departments. In case of any such incidence operator will be solely responsible and shall immediately discontinue the services of the person involved.

- e. That the operator and any individual assigned for the performance of the services under this agreement agree to comply with the entire Department of Transport standard/special physical security procedures of Department of Transport in place at the locations where operator is performing work.

### Independence

The terms of independence that are supposed to be followed by the operator or by the people engaged by the Operator are detailed as follows:

- c. That the operator and/or its employees, agents and representatives shall perform all services hereunder as an Independent Operator and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party. Operator acknowledges that it's rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of Department of Transport, Punjab or any department or affiliate thereof.
- d. Operator's personnel, employees etc. have no authority/right to bind Department of Transport in any manner. It is also clarified that the personnel or employees being provided by operator shall be employed by operator only and governed by terms of operator's employment and operator shall be solely responsible and liable in the event of any adverse claims of whatsoever nature made on Department of Transport by any employees of operator. Department of Transport hereby agrees that he shall not employ any employee/employees of the operator, during the contract period without operator's agreement.

### Compliance with Laws

It is expected of the parties:

- a. That the operator hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.
- b. That the operator shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

### Security and Safety

It is expected of the parties that:

- e. The operator will comply with the Department of Transport or its nominated agencies standards as stated in the RFP, clarifications, undertaking and letter of intent, insofar as it applies to the provision of the services.
- f. Each Party to the Agreement shall also comply with Government of Punjab's information technology security and standards policies in force from time to time at each location of which Department of Transport or its nominated agencies makes the operator aware in writing insofar as the same apply to the provision of the services.
- g. The Parties to the Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with Department of Transport's or any of its nominees data, facilities or Confidential Information.
- h. The operator shall upon reasonable request by Department of Transport or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.



- i. The Parties under the Agreement shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at Department of Transport's facilities.

## Confidentiality and Secrecy

It is expected of the parties:

- a. That the operator acknowledges and agrees that all tangible and intangible information including all documents, data, papers, statements, business/customer information, trade secrets and processes of Department of Transport relating to its business provided to, obtained by or developed by the operator for purposes of or pursuant to the performance of services under this agreement or otherwise constitutes confidential and proprietary information of Department of Transport ("Confidential Information"). The operator shall maintain due confidentiality at all times and shall not disclose any Confidential Information to any person or entity at any time whether during the currency of this agreement or expiry or earlier discharge or termination thereof.
- b. That the operator shall take all necessary action to protect the Confidential Information against misuse, loss, destruction, alteration or deletion as per the Non Disclosure Agreement signed with the Client.

## Termination

### Termination for Default

The Client without prejudice to any other remedy for breach of contract may send a written notice of default to the operator:

- If the operator fails to deliver any or all contracted services as per service levels and standards specified in the contract, or
- If the operator fails to perform any other obligation(s) under the contract, or
- If the operator in the judgment of STC, Punjab, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In such a case, the operator will be given a period of 30 days, from the date of issuance of such notice, for resolution of the issue. If the operator fails to resolve the issue then the department may terminate the contract for default.

In the event Department of Transport terminates the contract, the department would be free to fully take over the assets and operations earlier being undertaken by the operator at a depreciated cost calculated on the basis of straight line method assuming the useful life of 10 years from the date of commissioning, without prejudice to any other action as contemplated in the contract.

### **Termination for Insolvency**

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.

### **Termination for Convenience**

Department of Transport, by written notice (of 15 working days) sent to the operator may terminate the contract at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In case of termination for convenience, the Department of Transport would pay to the BOOT operator the cost of services (as per scope of work & payment plan) and depreciated cost of the equipments commissioned. Deprecation would be calculated on the basis of a straight line method assuming the useful life as 10 years from the date of the commissioning.

### **Indemnification**

1. Subject to point below, Operator (the "Indemnifying Party") undertakes to indemnify Department of Transport (the "Indemnified Party") from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this agreement or the SLA to the extent of the indemnifying party's comparative fault in causing such Losses.

2. The indemnities set out in clause above shall be subject to the following conditions:
- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
  - (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - (v) all settlements of claims subject to indemnification under this Article will:
    - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under this Article in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

### Limitation of Liability

- (i) The total cumulative liability of Operator arising from or relating to this Agreement including any special, direct or indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, shall not exceed the total amount to be paid by department (equivalent to FF1 calculated as per financial proposal) under this project, however that this limitation shall not apply to any liability for damages arising from:
  - a. Indemnification against third party claims for infringement
- (ii) Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be
- (iii) Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 3 years from the date when the cause of

- action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- (iv) Department of Transport or its nominated agencies shall be entitled to claim the remedy of specific performance under this Agreement.
  - (v) In the interest of Citizens and the Government Punjab, all services as mentioned in the agreement must remain uninterrupted. Therefore, to ensure continuation of all / any service under the agreement, Transport Department, Government of Punjab State has absolute right & authority to terminate services of any operator and make other operator discharge all services as desired under this agreement.

### Force Majeure

The operator shall not be liable for forfeiture of its PBG, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the operator and not involving the operator's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Department of Transport in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises, operator shall promptly notify the STC, Punjab in writing (by fax or email) of such condition and the cause thereof. Unless otherwise directed by the STC, Punjab in writing (by fax or email), the operator shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## Successors

That this agreement shall bind successors and permitted assigns and liquidator or administrator of the operator with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

## Resolution of disputes

Department of Transport and the operator shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after forty (40) days from the commencement of such negotiations, the Department of Transport and the successful BOOT operator have been unable to amicably resolve the dispute, then the issue will be referred to the arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator for such purposes will be the Administrative Secretary to the Government of Punjab, Dept. of Transport. All arbitration proceedings shall be held at Chandigarh, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. Any legal dispute will come under Punjab State jurisdiction.

## Exit Management

### Purpose

- (i) This clause sets out the provisions which will apply on expiry or termination of the “MSA (Master Service Agreement)”, the “Project Implementation, Operation and Management SLA (Service Level Agreement)” and “SOW (Scope of Work)”.
- (ii) In the case of termination of the Project Implementation and/or Operation and Management SLA or SOWs due to illegality, the Parties (‘Department of Transport’, ‘Operator’) shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- (iii) The Parties shall ensure that their respective associated entities, in case of the client, Department of Transport or its nominated agencies, carry out their respective obligations set out in this Exit Management Clause.

## Transfer of Assets

- (i) The operator shall be entitled to use the assets for the duration of the exit management period which shall be the three month period from the date of expiry or termination of the MSA.
- (ii) Department of Transport during the currency of the project shall be entitled to serve notice in writing on the operator at any time during the exit management period as detailed hereinabove requiring the operator to provide the department or its nominated agencies with a complete and up to date list of the assets within 30 days of such notice. Department of Transport shall then be entitled to serve notice in writing to the operator at any time prior to the date i.e. 30 days prior to the end of the exit management period requiring the operator to transfer all the assets to the Department of Transport or its nominated agencies at the depreciated price (as mentioned in clause 1.16.3) (as determined as of the date of such notice).
- (iii) Upon service of a notice under point 1.22..2 (ii) the following provisions shall apply:
  - a. All title to the assets to be transferred to Department of Transport or its nominated agencies pursuant to 1.22.2 (ii)
  - b. The Department of Transport or its nominated agencies shall pay to the operator on the last day of the exit management period such sum representing the depreciated value of the assets as defined under the clause on termination for convenience (clause 1.16.3)
  - c. That on the expiry of this clause, the operator shall handover over all Confidential Information and all other related materials in its possession, including all the hardware & software applications to the department.
  - d. Any hardware, software application or information delivered to Department of Transport during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by the operator to other locations without prior written notice and approval of the department. All hardware, system software & other software applications, documents etc. procured, developed or deployed under the

contract by the operator shall be the legal properties of the Department of Transport after the exit.

### Cooperation and Provision of Information

- (i) During the exit management period:
  - a. The operator shall allow Department of Transport or its nominated agencies access to information required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
  - b. The operator shall promptly on demand by the Department of Transport or its nominated agencies, provide access to and copies of all information held or controlled by it which it have prepared or maintained in accordance with the contract agreement or scope of work relating to any material aspect of the services (whether provided by the operator). Department of Transport or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The operator shall permit the department or its nominated agencies and/or any replacement operator to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the operator and to assist appropriate knowledge transfer.

### Confidential Information, Security and Data

- (i) The operator will promptly on the commencement of the exit management period supply to the Department of Transport or its nominated agencies the following:
  - a. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
  - b. Documentation relating to Intellectual Property Rights; and
  - c. Department of Transport data and confidential information; and



- d. All current and updated departmental data as is reasonably required for purposes of the department or its nominated agencies transitioning the services to its replacement operator in a readily available format; and
  - e. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Department of Transport or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to the department or its nominated agencies, or its replacement operator (as the case may be).
- (ii) Before the expiry of the exit management period, the operator shall deliver to the department or its nominated agencies all new or up-dated materials from the categories set out in points above and shall not retain any copies thereof, except that the operator shall be permitted to retain one copy of such materials for archival purposes only.

## Employees

During the Term of the project, the following points will be binding on the parties

- (i) Promptly on receipt of request at any time during the exit management period, the operator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the department or its nominated agencies a list of all employees (with job titles) of the operator dedicated to providing the services at the commencement of the exit management period;
- (ii) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the operator to the department or its nominees, or a replacement operator ("Transfer Regulation") applies to any or all of the employees of the operator, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- (iii) To the extent that any Transfer Regulation does not apply to any employee of the operator, the department or its nominated agencies, or its replacement operator may make an offer of employment or contract for services to such employee of the operator and the operator

shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any replacement operator.

### **Transfer of certain agreements**

On demand by the Department of Transport or its nominated agencies, the operator shall effect such assignments, transfers, innovations, licenses and sub-licenses as the department may require in favor of Department of Transport or its nominated agencies, or its replacement operator in relation to any maintenance or service provision agreement as reasonably necessary for the carrying out of replacement services.

### **Right of Access to Premises**

For access to the premises of the operator, the following points shall apply

- (i) At any time during the exit management period, where assets are located at the operator's premises, the operator will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to) Department of Transport or its nominated agencies, and/or any replacement operator.
- (ii) The operator shall also give the department or its nominated agencies, or any replacement operator right of reasonable access to the operator's premises and shall procure the department or its nominated agencies and any replacement operator rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to Department of Transport or its nominated agencies, or a replacement operator.

### **General Obligations of the Operator**

The following points are expected of the operator

- (i) The operator shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Department of Transport or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- (ii) The operator shall commit adequate resources to comply with its obligations under this Exit Management Clause.

### Exit Management Plan

It is expected of the parties that:

- (i) The operator shall provide the Department of Transport or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, SLAs and scope of work.
  - a. A detailed plan of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - b. Plans for communication with such of the operator's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on department's operations as a result of undertaking the transfer; and
  - c. If applicable, proposed arrangements for the segregation of the operator's networks from the networks employed by Department of Transport or its nominated agencies and identification of specific security tasks necessary at termination; and
  - d. Plans for provision of contingent support to the department or its nominated agencies, and replacement operator for a reasonable period after transfer for the purposes of providing service for replacing the services.

- (ii) In the event of termination or expiry of contract, each Party shall comply with the Exit Management Plan.
- (iii) During the exit management period, the operator shall deliver the services as per the requirements of the project.
- (iv) Payments during the exit management period shall be made in accordance with the Terms of Payment Clause.
- (v) This exit management plan shall be furnished in writing to the Department of Transport or its nominated agencies within 90 days from the date of signing of contract.

### **Insurance Requirement**

The operator shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to Department of Transport prior to the start of operations. The operator shall take and keep effective all the insurances during the period of the Contract. BOOT operator shall be covered till the contract duration and the Department after that.

### **Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by fax, email or any other reasonable mode of communication. A notice shall be effective from the date when delivered, emailed or faxed whichever is earlier.

### **Software Licenses**

The paper licenses of all software to be deployed as part of the project would be in the name of the Department of Transport – Government of Punjab and the original copy of the same shall be deposited by the operator at State Transport Commissioner’s office after signing of the contract and before the installation of the software at any of the sites.

### **Audit, Access and Reporting**

The Parties shall comply with the Audit, Access and Reporting requirements.

The Operator shall on request allow access to Department of Transport or its nominated agencies and its nominees to all information which is in the possession or control of the operator which relates to the provision of the services as set out in the Audit, Access and Reporting requirements and is reasonably required to comply with the terms & conditions.

### **Audit, Access and Reporting Schedule**

- (i) Purpose
  - a. This Schedule details the audit, access and reporting rights and obligations of Department of Transport or its nominated agencies and the Operator under the agreement.
  
- (ii) Audit Notice and Timing
  - a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the currency of the project. Such time table may be reviewed every month. During the currency of the project, Department of Transport or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the operator any further notice of carrying out such audits.
  - b. Department of Transport or its nominated agencies during the currency of project may conduct non-timetabled audits of records related to the project at their own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by a operator, a security violation, or breach of confidentiality obligations by the operator, provided that the requirement for such an audit is notified in writing to the operator a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the operator considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Clause.

- c. The frequency of audits which shall be monthly, provided always that Department of Transport or its nominated agencies shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the operator.
    - d. The audit and access rights contained within this schedule shall survive the termination or expiration of the MSA for a period of twenty-four (24) months. For the avoidance of doubt, this right of audit shall not apply to data and records returned to Department of Transport or its nominated agencies or a user or destroyed in accordance with Exit Management Schedule.
- (iii) Access
  - a. The Operator shall, during the currency of project, provide to Department of Transport or its nominated agencies, or its or their authorized representatives reasonable access to employees, suppliers, agents, third party facilities, including leased premises used for physical front offices as detailed in RFP, data recovery centers, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. Department of Transport or its nominated agencies during the currency of project shall have the right to copy and retain copies of any relevant records. The operator shall make every reasonable effort to co-operate with Department of Transport or its nominated agencies in effecting the audits.
- (iv) Audit Rights
  - a. Department of Transport or its nominated agencies during the currency of project shall have the right to audit and inspect suppliers, agents, facilities, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- (i) The security, integrity and availability of all Department of Transport or its nominated agencies data processed, held or conveyed by the operator on behalf of Department of Transport or its nominated agencies and its users and documentation related thereto;
    - (ii) That the actual level of performance of the services is the same as specified in the SLAs and RFP;
    - (iii) That the operator have complied with the relevant technical standards, and otherwise has adequate internal controls in place; and
    - (iv) The compliance of the operator with any other obligation under the agreement.
  - b. For the avoidance of doubt the audit rights under this schedule shall not include access to the operator's profit margins or overheads associated with any obligation under the agreement.
- (v) Audit Rights of Suppliers and Agents
- a. The operator, during the currency of project, shall use reasonable endeavors to achieve the same audit and access provisions as defined in this schedule with suppliers and agents who supply equipment or materials in respect of the services. The operator shall inform Department of Transport or its nominated agencies during the currency of project prior to concluding any outsourcing or supply agreement of any failure to achieve the same rights of audit or access.
  - b. Reporting: The operator will provide quarterly reports to Department of Transport or its nominated agencies during the currency of project or under any SOW regarding any specific aspects of the project and in context of the audit and access information as required by Department of Transport and its nominated agencies.
- (vi) Action and Review

- a. Any change or amendment to the systems and procedures of the operator, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
  - b. Any discrepancies identified by any audit pursuant to this schedule shall be immediately notified to Department of Transport or its nominated agencies and the operator who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the agreement.
- (vii) Terms of Payment: Department of Transport or its nominated agencies and the operator shall bear their own costs of any audits and inspections. The terms of payment are inclusive of any costs of the operator for all reasonable assistance and information provided under the agreement by the operator pursuant to this Schedule.
- (viii) Records and Information: For the purposes of audit in accordance with this schedule, the operator shall maintain true and accurate records in connection with the provision of the services and the operator shall handover all the relevant records and documents upon the termination or expiry of the agreement.

## Project Management

The purpose of this article is to define the overall mechanism for monitoring the project including but not limited to:

- (i) Project management guidelines that both Parties wish to follow to ensure the delivery of the services;
- (ii) Set out the procedure for escalating disagreements; and
- (iii) Enable contract administration and performance management.

1. **Project Management Committee:** The project management committee constituted for this project will have:

- (a) Transport Secretary, Punjab - Chairperson
- (b) State Transport Commissioner, Punjab - Member



- (c) DIT Representative - Member
  - (d) SIO, State NIC, - Member
  - (e) Project Managers from both parties, - Member
2. **Project Managers:** Department of Transport or its nominated agencies and the operator shall each appoint a project manager (hereinafter the “Project Manager”). In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.
  3. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
  4. The Project Management Committee will meet formally on a quarterly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items:
    - (i) consideration of Quarterly Performance Reports;
    - (ii) consideration of matters arising out of the Change Control Schedule;
    - (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule;
    - (iv) matters to be brought before the Project Management Committee in accordance with the MSA and the Schedules;
    - (v) any matter brought before the committee; and
    - (vi) any other issue which either Party wishes to add to the agenda.
  5. The agenda for each meeting of the Management Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the

agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Management Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

6. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
7. The Parties shall ensure as far as reasonably practicable that the Management Committee shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
8. Escalation Procedure Costs: The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this agreement or any service level agreement or scope of work which is not a material breach to the State Transport Commissioner, Punjab. In case the disputed matter remains unresolved, then the matter will be referred to Project Management Committee. If the Project Management Committee also fails to resolve the Disputed Matter, the issue may be referred as per clause "Resolution of Disputes". The process of the referral of the disputed matter is stated herein below:
  - (a) In order formally to submit a disputed matter to the aforesaid for, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The dispute notice shall be accompanied by (a) a statement by the claimant describing the disputed matter in reasonable detail and (b) documentation, if any, supporting the claimant's position on the disputed matter.

- (b) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the committee is unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution.
  - (c) All negotiations, statements and/or documentation pursuant to these point 8 (a) and (b) shall be without prejudice and shall be confidential.
  - (d) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the disputed matter.
9. If the committee also cannot resolve the disputed matter within 40 days (or such longer period as the Parties may agreed to in writing) from the date of being informed by the Project Management Committee regarding such Disputed Matter, the Disputed Matter may be referred by either of the Parties to arbitration in accordance with Clause Resolution of Disputes.

### Intellectual Property Rights

During the currency of the project, the responsibility to maintain the IPR would lie with the operator and the IPRs will be transferred to Department of Transport or its nominated agency during the transfer stage. Following conditions apply:

- (i) **Ownership and Title:** Title to the software applications developed exclusively for this project, any enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Department of Transport.
- (ii) **Reverse Engineering:** The operator shall not reverse engineer any software application provided during the project.

- (iii) **Confidentiality:** The operator hereby acknowledges that all the developments, enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to the Department of Transport. The operator hereby agrees not to disclose such information except to persons and organizations expressly authorized by the department to receive such information. The operator shall not remove or alter any copyright notices or proprietary legends affixed by the department to such enhancements, point updates or documentation.
- (iv) **Limitation of Damages:** The operator shall not be liable for any misuse of the software by the Department of Transport during the currency of the project.

The IPR for Bespoke and Pre-existing work has been defined as follows:

- **Bespoke development:** The IPR rights for any bespoke development done during the implementation of the project will lie with the Department of Transport.
- **Pre-existing work:** All IPR including the source code and materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this agreement (“pre-existing work”) shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the BOOT operator should grant Transport dept. a non-exclusive, perpetual, fully paid up license to use, reproduce and modify (if applicable) the pre-existing work in the form delivered to dept. as part of the service deliverables only for its internal business operations. Under such license either of the parties will have no right to sell the pre-existing work of the other party to a Third Party.

Department’s license to pre-existing work is conditioned upon its compliance with the terms of this agreement and the perpetual license applies solely to the pre-existing work that BOOT operator leaves with dept. at the conclusion of performance of the services.”

## Governing Law Jurisdiction

That this agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Chandigarh only.

## Survival of Provisions

That the terms and provisions of this Agreement which by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

## Rights and Remedies

That all rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

## General Provisions

- a. **Paragraph Headings:** Paragraph headings are for convenience only and shall not be a part of the terms and conditions of this agreement.
- b. **Severability:** if any term or provision of this agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this agreement shall remain unimpaired and be in full force and effect.

## Corporate Authority / Further Assurances

That the operator represents that it has taken all necessary corporate action to authorize the execution and consummation of this agreement and will furnish satisfactory evidence of same upon request. An authenticated list of the officers of the operator who are authorized to sign and/or execute this agreement and/or other related documents in writing should be provided to Department of Transport.

## Performance Bank Guarantee

- 1 The operator shall at his own expense deposit with Department of Transport, within ten (10) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to Department of Transport, payable on demand, for the due

performance and fulfillment of the contract by the operator. The format of the Performance Bank Guarantee attached as **Annexure I**. The bank guarantee can be encashed in Chandigarh, Punjab, on the demand of the department.

- 2 The performance guarantee shall be denominated in the currency of the contract i.e. Indian Rupees and shall be by bank guarantee.
- 3 This PBG will be for an amount of Rs. 50 Lacs (Indian Rupees Fifty Lacs only). All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the operator.
- 4 The performance bank guarantee shall be valid till the end of six months from the end of the Term of the project.
- 5 No interest shall be payable by the Department of Transport on the PBG.
- 6 In the event of the operator being unable to service the contract for whatsoever reason, Department of Transport would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Department of Transport under the contract in the matter, the proceeds of the PBG shall be payable to Department of Transport in case of operator's failure to complete its obligations under the contract.
- 7 In all other cases, of default by the operator (except the aforementioned one) the Department of Transport will notify the operator in writing (by fax or email) of the exercise of its right 7 days in advance, indicating the contractual obligation(s) for which the operator is in default.
- 8 The Department of Transport shall also be entitled to make recoveries from the operator's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **Obligations of the Operator**

The following are the obligations of the operator:

- 1 The operator shall be obliged to work closely with the Department of Transport, act within its own authority and abide by directives issued by the department authorities.
- 2 The operator shall abide by the job safety measures prevalent in India and will free Department of Transport from all demands or responsibilities arising from accidents or loss of life the cause of

which is the operator's negligence. The operator will pay all indemnities arising from such incidents and will not hold Department of Transport responsible or obligated.

- 3 The operator will treat as confidential all data and information, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of STC, Punjab or any official designated by STC, Punjab.
- 4 The operator shall install and use only the proposed and approved software and hardware in specified quantities during the period of the contract.
- 5 The set up and the manpower deployed shall be dedicated for the use of Department of Transport only. It shall not be used for any other purpose during or after office hours or on holidays.
- 6 Operator shall be responsible for the maintenance, up keep and upgradation of all the hardware devices, software applications, antivirus etc. installed by during the period of the contract for the fulfillment of service levels as agreed.
- 7 The operator must handle carefully all the equipments and work. It should not affect the normal working of government office. Right time attendance and work are important; otherwise it shall be treated as non-cooperation to department, which will be liable for termination of contract.
- 8 The operator shall comply with all rules regulations byelaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges that are levied on him without any extra cost to the Department.

### Inspection & Test

The following are the rights of the Department of Transport:

- Department of Transport and/or its representative reserve the right of inspection and testing of the goods prior to delivery and after delivery at the site, or at any time during the period of the contract.
- Department of Transport reserves the right to inspect, test and, wherever necessary, reject the goods after the good's arrival at project site. This shall in no way be limited or waived by reason

of the goods having previously been inspected, tested and passed by Department of Transport or its representative prior to the goods shipment.

### Warranty

All the equipments deployed under this contract would carry ten years onsite comprehensive OEM warranty. This ten year period shall commence from the date of commissioning of the project. For any offices commissioned after the "Date of commissioning" the operator would provide ten year onsite comprehensive OEM guarantee / warranty from the commissioning of those offices. Any system software, software applications etc. deployed for the project shall carry warranty/support as per the contract and department will not be responsible for any coordination with OEMs.

### Third Party Claims

The operator shall indemnify Department of Transport against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the equipments, software applications, system software, technology or product etc. or any part thereof.

### Ownership of Equipments

All the equipments provided by the operator shall virtually have the right to use of the property by Department of Transport throughout the contract period though the ultimate transfer may come much later, after the expiry of the contract period. The operator will therefore not shift, move, and transfer the equipments without the prior consent of Client. Such a request by the operator should be made with suitable justification and reasoning. However, the operator will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment has to be replaced, the replacement must have a manufacturing date later than the equipment being replaced and the configuration of the replacement should be same or higher. Information about all such replacements along with reasons for should be provided in writing to Department of Transport.



Ownership of all the data created during the period of contract shall be the property of the Department of Transport, however, the responsibility of its maintenance, upgradation, correctness and backup would be that of operator.

No third party interest in any form (lien, mortgage, hypothecation etc.) can be created on the assets, equipments etc. installed by the operator.

### **Prevention of Corrupt or Fraudulent Practices**

Department of Transport requires that agencies observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, "Department of Transport":

- (i) Defines for the purposes of this provision, the terms set forth as follows:
  - a. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
  - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of Department of Transport, and includes collusive practice among agencies (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of Punjab of the benefits of the free and open competition;
- (ii) Will reject a proposal for award if it determines that the BOOT operator recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iii) Will declare a BOOT operator ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

The past performance of the operator will be cross-checked if necessary. If the facts are proven to be dubious the operator's proposal will be ineligible for further processing.

The selected BOOT operator shall hire employees only after checking past records. The data generated out of transactions shall not be misused in any way. The operator shall ensure that all the software used must be duly licensed.

### **Interpretation of Clauses**

In case of any ambiguity in the interpretation of any of the clauses in the tender document, STC, Punjab's interpretation of the clauses shall be final and binding on all parties.

## Annexure A: Change Request Notice

<b>PART A: INITIATION</b>	
<b>CRN Number:</b> <<Number <sup>1</sup> >>/A	<b>Date:</b>
<b>Title:</b>	
<b>Initiator:</b>	
<b>Brief Description of Proposed Change:</b>	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
<b>Name &amp; Designation:</b>	
(On behalf of Initiator)	

<b>Part B : EVALUATION</b>	
<b>CRN Number:</b> <<Number <sup>2</sup> >>/B	<b>Date:</b>
<b>Detailed Description of Change:</b>	
(To include Changes to Deliverables, Cost/ Charging Structure, Payment Details, Documentation, Training, Service Levels, Working Arrangements and any other contractual issue or change. Identify any attachments as B1, B2, and B3 etc.)	
<b>Impact:</b>	
<b>Deliverables Involved:</b>	
<b>Detailed Timelines:</b>	
<b>Cost/ Charges for Proposed Change:</b>	
(including detailed costing to arrive at such cost structure and schedule of payments, if change is approved)	

<sup>2</sup> CRN Number will be same for both Parts, but demarcated with “/ <Part Name>”

<b>Any Other Relevant Information:</b>	
<b>Name &amp; Designation</b> <i>(on behalf of Initiator)</i>	
<b>Signature:</b>	<b>Date:</b>
<b>Authority to Proceed:</b> Implementation of this CRN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
<b>Approved</b>	<b>Rejected</b>
<i>Comments:</i>	<i>Comments:</i>
<b>For Department of Transport, Government of Punjab</b>	<b>For Implementation Agency</b>
<i>Signature</i>	<i>Signature</i>
Name:	Name:
Designation:	Designation:
Date:	Date:

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALED ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

**SIGNED, SEALED AND DELIVERED**

By the within named Department of Transport, SCO 175 - 176, Sector-17 Chandigarh, India through its authorized signatory.

For Department	For Operator
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Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

IN PRESENCE OF:

WITNESSES 1

WITNESSES 2

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Non-Disclosure Agreement

This Non Disclosure Agreement (“NDA Agreement”) is effective from \_\_\_\_\_ day of month \_\_\_\_\_ year 2011 by and between the “Client” – Department of Transport, Government of Punjab having its principal place of operations at SCO 175 - 176, Sector-17, Chandigarh,

AND

.....

**Purpose:** This agreement is made in order for either party to receive from each other information regarding products/services, which both parties may wish to acquire from each other under the terms that will protect the confidential and proprietary nature of such information. By mutual consent and without further action, this agreement shall become part of any and all agreements or requests for such products/services, which Department of Transport and the Operator may discuss now or enter into in the future. For the purpose herein, any coincidental business information of third persons furnished or disclosed by one party to the other party shall be deemed confidential information and shall be subject to the terms and conditions herein.

**Confidential Information:** As and when herein, confidential information shall mean and include any and all confidential or proprietary business information furnished, in whatever form or medium, or disclosed verbally or otherwise by the parties to each other including, but not limited to, the services, marketing plans, financial data and personnel statistics, whether or not marked as confidential proprietary by the parties.

**Use of confidential information:** The parties agree to hold such confidential information in strictest confidence and shall use it solely for the purpose of this agreement unless otherwise authorized in writing by the other party. Except for a reasonable number of copies made for internal use or use consistent with the purposes of this agreement, the parties shall not copy such Confidential Information without prior written permission. The parties shall not disclose such confidential information to anyone including but not limited to representatives and agents hereinafter collectively known as (“Representatives”) except

those representatives of the parties to whom disclosure is necessary for the purposes set forth in this agreement. The parties shall appropriately notify each such representative that the disclosure is made in confidence and must be kept in confidence in accordance with this agreement. Each party shall not use such confidential information to copy or otherwise replicate a document/product of either party, including software, or parts thereof, or services unless authorized in writing. Also, in no event shall disclosure be made to a competitor of a party without prior written consent, from the consent party.

In the event such confidential information must be disclosed by either party to third persons for the purposes set forth herein, Department of Transport or shall first obtain the other party's written permission to do so and till such time as no written consent or denial from the other party, allowing or denying such disclosure is obtained, the party seeking such consent or denial shall not proceed to disclose the same. Once the written consent by the consenting party has been given, the disclosing parties shall obtain from such third person a written agreement regarding confidentiality of the confidential information prior to disclosure.

Upon termination of this agreement for any reason or upon request of either party, all confidential information, together with any copies of same as may be authorized in this agreement shall be returned to the requesting party. The requirements of use and confidentiality set forth shall survive after termination and after return of such confidential information.

**Copy confidential information:** The parties agree that copies of confidential information shall be made only in accordance with this agreement, and each copy made shall contain and state the same confidential or proprietary notices or legends which appear on the original. Nothing in this agreement shall be construed as granting any right or license under any copyrights, inventions or patents now or hereafter owned or controlled by either party.

**No further obligations:** Except for the obligations of use and confidentiality imposed herein upon the operator and Department of Transport, each party acknowledges that no obligation of any kind is assumed by or implied against either party by virtue of any meeting or discussions regarding the purpose of this agreement with respect to whatever information is exchanged.

**Exceptions:** The obligations imposed herein shall not apply to any information that:

1. Is already in possession of or independently developed by either party as evidenced by written record.
2. Becomes publicly available through no fault of either party.
3. Is already held by either party on computer or other recording media; or
4. Is already publicly available.

**Assignments:** Neither this agreement nor any rights hereunder shall be assignable or transferable, in whole nor in part, by either party; the obligations contained in this agreement shall survive after termination of this agreement.

**Amendments:** Amendments or alternations of this agreement shall be binding and enforceable only if made in writing and signed by authorized representatives of the parties hereto.

**Governing Law & Jurisdiction:** This agreement shall be governed by and interpreted according to the laws of India and subject to the jurisdiction of courts in Chandigarh.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign these Agreements as of the date first stated above.

For Department	For Operator
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____

IN PRESENCE OF:

WITNESSES

1. Signature _____	2. Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____



## Service Level Agreement

### 1 Article 1 - General Provisions of the Service Level Agreement

- 1.1.1 All Appendices and other attachments to this SLA are hereby incorporated as a part of this SLA by this reference.
- 1.1.2 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- 1.1.3 Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
- 1.1.4 Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this SLA as a whole and not to any particular Article, or Appendix. The terms Article and Appendix refer to Articles and Appendices of this SLA. The word "include" and "including" shall not be construed as terms of limitation. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.
- 1.1.5 The headings and use of bold type in this SLA are for convenience only and shall not affect the interpretation of any provision of this SLA.

### 1.2 Structure

- 1.2.1 This SLA shall operate as a legally binding services agreement specifying terms which apply to the parties and to the provision of the services by the operator to client under this SLA and the MSA.

### 1.3 Objectives of the Project

- 1.3.1 The objectives of this project are as follows:

1. Improving the quality of services to the citizens.
2. Leveraging the benefits of ICT in new system
  - a. Replacement of manual records with computerized standardized documents.
  - b. Infuse transparency in operations by enabling the stakeholders to have easy access to the records and provision of login ids and biometrics to infuse accountability in operations.
  - c. Faster request processing in delivery of services with better turnaround time.
  - d. Automated data transfer with statewide connectivity to prevent unnecessary duplication & robust disaster management of Department of Transport data.
  - e. Generation of meaningful MIS from the system.
  - f. Inbuilt mechanism of security and quality control for records pertaining to the Department of Transport.
  - g. Minimize discretionary powers
  - h. Minimizing physical interface between dept and citizens.

#### **1.4 Scope of the Agreement**

1.4.1 This agreement encompasses the outsourcing portion between the parties. This Service Level Agreement (SLA) will do the following:

- Establish mutual responsibilities and accountability
- Define each party's expectations in terms of services provided
- Establish performance measurement criteria
- Define availability expectations
- Define escalation process
- Establish trouble reporting single point of contact
- Establish framework for SLA change management
- Define the parties covered by this agreement

The following parties are obligated to follow the procedures as specified by this Service Level Agreement:

- Client

- Operator

## 1.5 Agreement Owners

1.5.1 The following personnel must be notified to discuss service level agreement considerations.

	Title	Telephone	Email
<b>Client</b>	Department of Transport, Punjab		
Name	State Transport Commissioner	0172 2702575	Pb.tpt.stc@gmail.com
<b>Operator</b>			
Name			

**Table 1: Contact details of authorized people**

## 1.6 Contact List

1.6.1 Any changes to the listed contacts must be communicated and updated prior to the change occurring. The Single Point of Contact (POC) for all outsourced services is XXXXXXXXXX. This phone number is monitored 24 hours per day, 7 days per week.

Name	Title	Location	Telephone
<b>Client</b>			
<b>Operator</b>			

Name	Title	Location	Telephone
DTO Office			

**Table 2: Details of single point of contact**

### 1.7 Principal Contacts

1.7.1 The Client and the Operator will nominate a senior staff member to be the principal contact regarding operation of this service level agreement (SLA). At the start date of this SLA, the nominated principal contacts are:

**Client principal contact:** \_\_\_\_\_

**Operator principal contact:** \_\_\_\_\_

### 1.8 Commencement and Duration of this SLA

1.8.1 This SLA shall commence from the 'Effective Date' and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date which shall be ten years from the date of commissioning of this project.

### 1.9 Exclusions to the Service Level Agreement

1.9.1 This Service Level Agreement does not cover the following services:

- Services rendered by the operator to the client which are not covered as a part of this agreement
- Operator Business Processes not related to the project

### 1.10 Terms of Payment and Penalties

- 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.
- 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.
- 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)

## 1.11 Scope of services

### 1.11.1 Project Performance Standards

- 1 The operator services will be available to offices of Department of Transport (DTO Office) on all working days during business hours and to the Citizens on all working days from 1000hrs to 1400 hrs. In addition to the aforementioned service availability, operator will also provide support for rectification of problems identified / observed in the system during the business hours and after hours through a single point of contact who should be available (24/7) as defined in Article 1.6.1 of SLA.

## 2 Response time has been split into two segments:

- Business Hours: 0900hrs to 1700hrs, Monday to Friday, and;
- After Hours: After normal business hours (including non business hours and weekends).

### 2.1.1 Services provided to the Client by Operator

This Service Level Agreement focuses on the service levels expected from the operator for this project of Department of Transport in the State of Punjab covering the scope of work as detailed in RFP issued by the department (also part of this agreement). The scope of the operator focuses for successful completion of the project throughout the State.

## 2.2 Responsibilities and Obligations of Operator

RFP issued by the Department and undertakings received from operator defines the responsibilities and obligations of the Operator required to successfully complete the project.

### 2.3 Performance Review

2.3.1 The client and operator will meet fortnightly, monthly or quarterly to discuss priorities, service levels and system performance. Additional meetings may also be held at the demand of client.

The Agenda for these meetings will be:

- i. Service performance review
- ii. Review of specific problems/exceptions and priorities
- iii. Review operations and determine corrective action to overcome deficiencies.

### 2.4 Interpretation

2.4.1 Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply to this SLA. In the event of a conflict in interpretation of any article in the MSA and the SLA, the provisions of the MSA shall prevail.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For Department	For Operator
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____

WITNESSES



For Department	For Operator
----------------	--------------

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Annexure I

### Performa for Performance Bank Guarantee

To

State Transport Commissioner, Punjab

Chandigarh 160017

Dear Sir,

Performance Bank Guarantee: **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**

WHEREAS

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 1 year" in the said Contract.

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 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.

This PBG shall continue and hold good till the completion of the project from the date of signing of the contract plus SIX months i.e. 10.5 years, subject to the terms and conditions in the said contract. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said contract till the expiry of the bank guarantee. We further agree that the



termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- Requiring to pursue legal remedies against Transport department; and
- For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the contract period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This PBG shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this PBG is restricted to INR 50 Lacs (INR Fifty Lacs only), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee. We hereby confirm that we have the power/s to issue this guarantee in your favor under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and

has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/her favor. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect,

notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this PBG shall not exceed INR 50 Lacs (INR Fifty Lacs only). This PBG shall be valid only for 10.5 years from the date of signing of contract; and We are liable to pay the guaranteed amount or part thereof under this PBG only if we receive a written claim or demand on or before the expiry of this bank guarantee. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This PBG must be returned to the bank upon its expiry. If the bank does not receive the PBG within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... Day ..... 2012

## Appendix A

Sr.No	Service Parameter	Service Level	Measurement metrics	Penalty
1.	Completion of Site preparation & hardware Installation and connectivity	Completion within 2 weeks	Total no of weeks taken for completion	For Every week of delay in project commissioning , a liquidated damage of 1% of total of the first monthly billing.
2.	Development /Customization of required software application	Completion Including acceptance testing should be finished within 3 weeks.	Total number of weeks taken for completion.	For every week of delay after 3 weeks a penalty of 1% of the total cost of the first bill raised.
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.	Error rate >1% and <3% (in terms of number of records) Error rate >3% (in terms of number of records) Penalty 1% of the total bill raised for that month (shall be deducted from any such payment due to operator against its monthly billing)
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	Downtime above 3 Hours. Penalty 1% of the invoice value of the current month

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