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Second Party : TRANSPORT DEPT PB  
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State Transport Commissioner, Punjab,  
Chandigarh

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# **VOLUME-III of RFP**

## **Master Service Agreement**



  
State Transport Commissioner, Punjab,  
Chandigarh

Agreement Between  
Department of Transport, Government of Punjab

And

Smart Chip Private Limited, A/1, Sector – 73, Noida, Uttar Pradesh – 201 307

For

**Implementation of e-governance in Transport Department, Punjab on a  
PPP basis for a period of five years**



Vol-3 RFP

MSA

Transport Deptt. Punjab

State Transport Commissioner, Punjab,  
Chandigarh

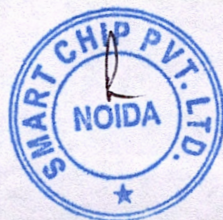
Vol-3 RFP

MSA

Transport Deptt. Punjab

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Vol-3 RFP



MSA

State Transport Commission, Punjab,  
Chandigarh

Vol-3 RFP

MSA

Transport Deptt. Punjab

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THIS AGREEMENT is made on this 15<sup>th</sup> day of August 2020

**BETWEEN:**

**Department of Transport, Government of Punjab** having its administrative office at, State Transport Commissioner, Office SCO No. 177-178, Sector-17-C, Chandigarh (hereinafter referred to as 'Client' or 'Department of Transport', which expression shall, unless the context otherwise requires, include his successors in office, assignees and delegates) of the FIRST PART;

**AND**

**Smart Chip Private Limited** a company incorporated under the Companies Act, 1956/ Companies Act, 2013 having its office at A/1, Sector – 73, Noida, Uttar Pradesh (hereinafter referred to as "Operator" or "Service Provider", which expression shall, unless the context otherwise requires, include its successors, and permitted assigns of the second part)

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as 'Party'.

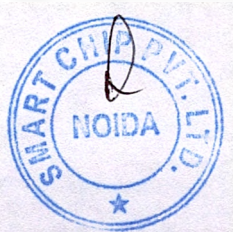
**AND WHEREAS** the Client with a view to leverage state-of-art technologies and to streamline the service provided by administration of Department of Transport, to provide a responsive and effective administration for an efficient, speedy, simple and cost-effective service to the citizens. To achieve this objective, the Department of Transport, Punjab, has decided to implement 'E-governance in Transport Department, Punjab (2019)' on a PPP basis for a period of five years from Take-Over of project (the "Project");

**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 Department of Transport, Punjab, through the State Transport Commissioner, Punjab, (Duly authorized by the Secretary, Department of Transport, Punjab, and the Operator have agreed to enter into this Master Services Agreement ("MSA"), Schedules-I, II & III, Annexures and Appendixes to govern the execution of the Project in accordance with roles and responsibilities of the Parties as defined in the Agreement and RFP.

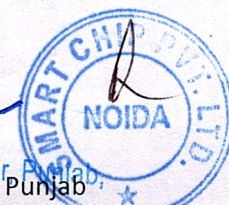
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**



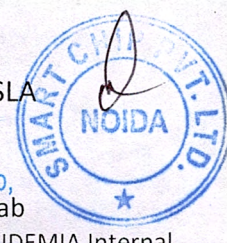
# 1. DEFINITIONS & GLOSSARY

## 1.1 Key Definitions

- i **"Additional scope of work"** means in addition to the Scope of Work and SLA within the Project.
- ii **"Agreement / MSA"** means this Agreement signed between the Parties, inclusive of the Schedules, all the annexures, appendixes, RPF, the Proposal/Bid with all clarifications and undertakings submitted by the Service Provider, the acceptance and all related correspondences and the corrigendum(s);
- iii **"Articles"** means Deliverables as provided under the Scope of SLA which needs to be printed and dispatched as in 4.3 of this MSA or as ordered by the STC, Punjab;
- iv **"Audit"** means examination or inspection of various books of accounts by auditor (s) followed by physical checking of inventory to make sure that all departments are following documented system of recording transactions, but, does not include books of profit and loss.
- v **"Bid/Proposal"** means the pre-qualification bid, technical bid, commercial bid, undertakings, clarifications, acceptance letters and all related correspondences submitted by the Service Provider for the Project in response to the RFP;
- vi **"Change request"** means a document containing a call for an adjustment of a system in the Project;
- vii **"Client/Department"** means Department of Transport, Government of Punjab, includes the officers and officials of the Department of Transport, Government of Punjab;
- viii **"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;
- ix **"Competent Authority"** means an officer appointed as such by the order(s) STC, Punjab.
- x **"Confidential information"** Non-public, business-related information, collected wholly or partly from the public or from any department or officer of the government of Punjab.
- xi **"Corrigendum"** means the corrigendum that was released subsequent to the RFP titled "Corrigendum to RFP for Selection of Service Provider for Introduction of e-Governance in Transport Department (Non-commercial Wing), Punjab, on PPP basis for 5 years.
- xii **"Designated Office"** means the office or agency appoint as such by the order(s) of STC, Punjab;
- xiii **"Designated Officer"** means an officer appointed as such by the order(s) STC, Punjab;
- xiv **"Disputed matter"** means an issue of disagreement between the parties hereto;
- xv **"Exit Management Period"** means period during exit;
- xvi **"Extension"** means the increase in Term in part or in whole of the execution of the Project;
- xvii **"Hardware"** means Information technology tools, machinery, machines, wiring, routers, adapters and other physical component of a computer and other electronic system and all other such items by whatever name those Information Technology items/systems may be called, which in case taken individually or jointly are operated for providing citizen centric services as required under this MSA, Schedule(I)-Scope of Work, Schedule-(II)-SLAs;
- xviii **"Intellectual property rights"** means patents, copyright;
- xix **"JWG"** means Joint Working Group as a working group as per Clause 4.1(b);



- xx **"Liquidation Damages/Charges"** means sum of money (agreed-to and written into the contract/Agreement) specified as the total amount of compensation an aggrieved party would be entitled in case of breach(s) of whole or certain part(s) of this agreement and its schedules and appendixes;
- xxi **"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 defaulting Party shall have failed to cure;
- xxii **"Monitoring"** means Supervising activities in progress to ensure they are on-Course and on-schedule in meeting the objectives and performance targets;
- xxiii **Motor Vehicle Act or MV Act**, means the Motor Vehicle Act, 1988;
- xxiv **Motor Vehicle Rules** means the Central Motor Vehicle Rules, 1989 and Punjab Motor Vehicle Rules, as may be required to be interpreted in the RPF and this Agreement;
- xxv **"Operations and Maintenance"** means the day to day activity that is carried out on regular/periodic basis for keeping the Project up and running;
- xxvi **"Operator/Service Provider/Successful Bidder"** means a company incorporated under the Companies Act, 1956/ Companies Act, 2013, who has outbid other competing bidders and has been proposed to be allocated the project of E-Governance in Transport Department Punjab (2019);
- xxvii **"Operationalizing"** means upon the start of service on Take Over to replace the IT hardware within period of 45 days from the date of signing this MSA;
- xxviii **"Parties"** means the Client and the Service Provider/Operator for the purposes of this Agreement and **"Party"** shall be interpreted accordingly;
- xxix **"PMC"** means Project Management Committee as provided in Clause 4.1(a);
- xxx **"Project"** means 'E-Governance in Transport Department Punjab (2019)' (Non-Commercial Wing), Punjab on a PPP basis for a period of five years, an initiative of Department of Transport, Government of Punjab;
- xxxi **"Proprietary Data"** means the data collected upon submission of the application by the residents of Punjab/citizens for availing the services offered by the Department of Transport, Government of Punjab;
- xxxii **"Resolution of Dispute"** means processes which may be used to resolve disputes between parties, including negotiation, mediation, arbitration etc.;
- xxxiii **"RFP"** means the Request for Proposal dated: 05-09-2019 that was released by Department of Transport, Government of Punjab, for the Selection of Service Provider for the Project;
- xxxiv **"Scope of Work"** means the work to be performed as per the Schedule-I to this Agreement;
- xxxv **"Service Level"** means the level of service and other performance criteria which will apply to the services as set out in the Schedule-II (SLA) parameters effective during the term of Agreement;
- xxxvi **"Services"** means the day to day processing of information on requested by Punjab resident/citizenry so as to dispatch & deliver the Articles, including as may be ordered by the STC, Punjab;
- xxxvii **"SLA"** means Service Level Agreement as per Schedule-II to this Agreement;
- xxxviii **"Satisfactory Performance"** means discharge of the services as per agreed SLA as mentioned in Schedule II of Contract Agreement;



- xxxix **"State Transport Commissioner, Punjab"** means the same as under the Motor Vehicle Act, 1988, as may be appointed by the Government of Punjab;
- xl **"Statutory Deductions"** means deductions mandated by Statute, or by Labour Law(s) and are mandatory nature;
- xli **"Start of Service"** means when the request/application(s)/citizen services submitted by the resident of Punjab/citizen is accepted and processed for the 1<sup>st</sup> time at a location;
- xlii **"Take Over"** means the date by which citizen services are started at at-least 90% of the total office locations (locations in Annexures) i.e. site preparation, hardware installation, software installation, networking, etc. is completed and the services are started from the offices.
- xliii **"Term"** means the period for the execution of the Project;
- xliv **"Transfer"** means the physically handing over of all equipment and Services used by the Service Provider in this Project to the Client;

## 1.2 Interpretation

- All references to **time** are to the Indian Standard Time;
- A **'day'** (including within the phrase **'business day'**, **'working day'**) shall means a period of 24 hours running from midnight to midnight between Monday to Friday;
- 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.
- In case of any ambiguity in the interpretation of any of the clauses in the tender document, the decision of the State Transport Commissioner, Punjab shall be final and binding on all the Parties in relation to the said interpretation.

## 1.3 Glossary

- **"DEO"** means Data Entry Operators;
- **"IPR"** means Intellectual Property Rights;
- **"MRZ"** means Machine Readable Zone;
- **"NIC"** means National Informatics Centre;
- **"OEM"** means Original Equipment Manufacturer;
- **"SLA"** means Service Level Agreement;
- **"DL"** means the Driving License;
- **"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;
- **"RTA"** means Regional Transport Authority;
- **"SDM"** means Sub Divisional Magistrate;
- **"O&M"** means Operations and Maintenance.



State Transport Commissioner, Punjab,  
Chandigarh

## 1.4 Documents comprising the Agreement

### 1.4 Priority of documents

This Agreement including its Schedules, 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 (each of which forms an integral part of 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, Schedule-I (Scope of Work), Schedule-II (Service Level Agreement), Schedule -III (Non-Disclosure Agreement);
- b. Request for Proposal for the Selection of Service Provider for "**Implementation of e-governance in Transport Department Punjab**" on a PPP basis for a period of five years and Corrigendum thereof; and
- c. Proposal/ Bid submitted by the Service Provider to the Department of Transport, Government of Punjab in response to the above-mentioned RFP.

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(s) will prevail over the RFP.

## 2. SCOPE OF SERVICES

The scope of the Project shall mean and include, during the Term of this Agreement such services as referred to in Schedule-I to this Agreement. The Service Provider shall observe and perform all the services as set out in the Schedule-I of this Agreement and in case of non-compliance of the services, the Service Provider shall be liable for payment of liquidated damages in addition to other consequences as mentioned in this Agreement and Schedule -II, or as otherwise available to the Client under applicable law.

### 2.1 Adherence to SLAs

The Operator will be required to adhere to the Schedule -II (Service Level Agreement), regarding the required uptime for maintaining the quality of service expected from the Operator.

### 2.2 Pre-Takeover Tests

The Client reserves the right to conduct pre-Take Over tests on all the hardware, software and infrastructure deployed at each of the department's 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 subsequent corrigendum so as to install the best of industry standards to qualify the pre-Take Over examination which would also include the Operator being solely responsible for arranging the test/examination of all the hardware/software applications, including, but not limited to, network monitoring

system and application performance management tool, required for monitoring the service levels of the system.

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

## 2.3 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, except for the delivery of articles.

## 2.4 Contract Time Period

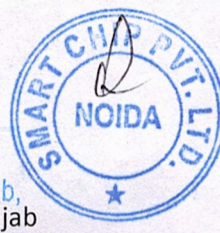
The overall time period for the project is 5 years from the date of takeover of Project ("Term"). Under no ordinary circumstances this tender would have a shelf life of more than 5 years. In case of unavoidable circumstances, purely in the interest of public and in the absence of any Service Provider/Operator, this agreement could be continued for a period of maximum of One Year upon the date of expiry of 5 years. In no ordinary case shall the Service Operator be entitled to an extension of the term beyond the aforesaid One Year extension.

In very extraordinary situation an emergency being declared by the state/Union which may disrupt the delivery of services to people or revenue loss to Client, Client reserves right to extend further period for one more year, beyond the aforesaid Term and extension. There cannot be any further extension under any circumstances whatsoever.

The Service Provider shall install the IT Infrastructure at all the sites during the Term. After the end of the Term, the Service Provider shall handover the IT/non-IT Infrastructure deployed for the Project to the Client.

## 2.5 Change Request

Change Request in respect of this Agreement, will emanate from the Parties' respective project manager who will be responsible for obtaining approval for the change. A written request explicitly defining the change required along with the reasons shall be sent by the project manager initiating the change to the other party. The Operator shall while making the change request, or upon receipt of such a request from the Client prepare a change request note and duly consider the change in the context of the following parameters, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as per this Agreement, in addition to its



impact on the Project, the Service Level Agreement, and time and financial impact thereof.

It is explicitly stated that any additional hardware or additional manpower required during the O&M phase of the Project (or otherwise during the Term) 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 Change Request.

### 2.5.1 Obligation

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, Provided that any such implementation shall be without prejudice to the right of the Operator to dispute the same in accordance with the provisions of this Agreement.

## 3. ROLES & RESPONSIBILITIES OF THE SERVICE PROVIDER

### 3.1 Setting up IT and Non -IT infrastructure

Service Provider shall **install new IT Infrastructure/Hardware and Software**, within 45 days from the signing of the Agreement. The additional requirements for infrastructure, Manpower, operations and Maintenance services related to E-governance Project, IT Infrastructure, Smart Card provisioning and related equipment shall also be met for the Service and delivery timelines as per SLAs by the Service Provider.

During the Term of the Agreement, the Operator shall execute the Services and processes related with the defined Scope of Services as per RFP and MSA for dispatch of registration certificates, licenses, permits etc and their allied matters with full responsibility and shall ensure that best industry practices are adopted to provide the citizen centric services.

### 3.2 Operations and Maintenance

The Operator shall handover the operations and management of the STA, RTAs, SDM Offices and STC Office to the Client as per the terms of this Agreement after the expiry of the Term. It is explicitly mentioned hereby that the Service Provider shall handover all the processes, operations and software applications (and irrevocable licenses for all associated intellectual property) including the data to the Client which also includes the IT Infrastructure equipment at the end of the Term of the Project.

- The Service Provider shall have to provide replacement of the **non-IT equipment** at sites wherever required or informed by the Client, which includes air conditioner(s) and UPS(s) (minimum 240-minute backup) shelf life for a period of five years.

- The Service Provider shall maintain the IT and Non- IT infrastructure during the Term of the Agreement. However, the service provider shall not take back the IT and Non-IT infrastructure setup/ installed by them during the Term of the Project, after the expiry or Termination of the Agreement.

## 4 TAKE OVER DATE

This Agreement shall be effective from the date when 90 percent of the total locations under the Project become 'operational' (i.e. Takeover is being achieved). For the avoidance of doubt, it is clarified that 'operational' means the stage when the sites start providing the services & deliverables like DL, RC, Permits, and LL etc. after successfully processing the applications.

The Service Provider shall have to start operations within 30 days of date of this Agreement, and providing of Services and Takeover would need to be achieved within such time frame. This means that at least 90 percent of the total locations under the Project become 'operational' by providing Services and dispatch of Articles.

### 4.1 Project Management Committee & Joint Working Group

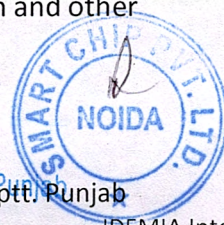
- (a) The Project Management Committee ("PMC") stands formed by this agreement. Its primary objective would be to monitor the JWG, which is to ensure the compliance of the agreement, its Schedules and Appendixes etc. while implementation of the Project by the Service Provider to deliver the Services. The PMC shall be empowered to intervene at the necessary instances where the JWG informs the PMC of issues or defaults by the Service Provider in accordance with the terms and conditions of the RFP and MSA or even at such instances which are brought directly to the notice of the PMC by the general public or the officers/office of the Department of Transport, Punjab.

The PMC constituted for this Project shall have the following members:

- (i) State Transport Commissioner, Punjab – Chairman;
- (ii) Nominee of the Principle Secretary Transport, Punjab- Member;
- (iii) Secretary, RTA Ludhiana-Member Secretary;
- (iv) CEO/MD of service provider-Member;
- (v) 2 Members from the Service Provider nominated , one of them being technical Head of the service provider-member

- (b) A Joint Working Group ("JWG") is formed by this agreement which shall have a representative(s) of the Parties. The primary key responsibility area of this group would be to ensure the monitoring and compliance to the agreed terms and conditions of the agreement, its schedules and appendixes. It shall also handle the issues related to calculations of liquidated damages, reports from the software application and other critical parameters essential for the implementation of the project.

The JWG shall comprise of the following members: -



- (i) Additional STC or Joint STC or Deputy STC;
- (ii) Secretary, RTA Mohali;
- (iii) Operation Head of Service Provider;
- (iv) Nominee of Service Provider.

(c) Performance Review

The Client and Operator shall meet [monthly and also 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; and
- (iii) Review operations and determine corrective action to overcome deficiencies;
- (iv) Or any other matter with the permission of the STC, Punjab.

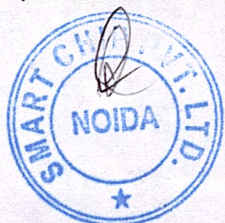
- (d) **Escalation Procedure Costs:** In view of the fact that the cost of the Articles stands fixed during the bidding process, under no circumstances any request from the Service Provider/Operator shall be entertained for escalation in cost. The cost of each article stands fixed for a period of 5 years/term of the Agreement.

## 4.2 Timelines

Procurement of IT and Smart card hardware & system software, OS & Database licenses and development at deployment of necessary software applications for the Department of Transport: The operator shall supply, install the hardware & necessary system software, OS, database licenses and software applications as required for the project as per the implementation project plan agreed with the Client. The equipments supplied under this category should carry five years onsite comprehensive OEM guarantee / warranty. This five-year Term period shall commence from the 'Takeover' of the Project.

For any office where Services are started later on and subsequent to the date of Takeover of the Project, the Operator would provide five year onsite comprehensive OEM guarantee/warranty from the date of first Service for those office(s).

**Operations and Management of Transport Department Field Offices:** As part of the Agreement the Operator will be given a maximum of 45 days from the date of signing of the Agreement for setting up the entire infrastructure and other requirements necessary for commencement of Services to the applicants/citizenry from the Department of Transport including but not limited to issuance of smart card based registration certificates & permanent driving licenses etc. Any delay in setting up of infrastructure as per the requirements of the Agreement and guidelines will lead to payment of liquidated damages as per Schedule-II (SLAs) for which operator shall be solely responsible, which may lead to termination of the agreement.



### 4.3 Payment Terms

The Operator would raise invoice from Punjab state on a monthly basis on the basis of MIS reports which are generated from the software applications, 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 and adjustments will be made in next month/subsequent month payment to the Operator.

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 Payment schedule

| Sr.No. | Item Particulars             | "x" value | Smartchip Pvt. Ltd<br>"x" Price quoted= Rs.7.97<br>Rate (INR);<br>Exclusive of Taxes. |
|--------|------------------------------|-----------|---------------------------------------------------------------------------------------|
| 1.     | Learner License              | 1x        | 7.97                                                                                  |
| 2.     | Driving License(DL)          | 4x        | 31.88                                                                                 |
| 3.     | Registration Certificate(RC) | 4x        | 31.88                                                                                 |
| 4.     | Permit                       | 1x        | 7.97                                                                                  |
| 5.     | Fitness                      | 1x        | 7.97                                                                                  |
| 6.     | Scanning of DL Document      | 0.5x      | 3.99                                                                                  |
| 7.     | Scanning of RC Document      | 0.5x      | 3.99                                                                                  |
| 8.     | Scanning of Permit Document. | 0.5x      | 3.99                                                                                  |

- Note: This is not a work contract, prices quoted are exclusive of GST and other taxes as applicable from time to time.
- d The monthly invoice will be submitted by the operator to State Transport Commissioner (STC), Department of Transport, Government of Punjab.
- f The monthly payment on per transaction basis will be started, for any site only after successful takeover of the project in the state.
- g No payment will be made for any regular data entry activities carried out for updating records, data entry work for tax collection and penalties etc. during the course of takeover.

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. All payments will be made to the designated bank account as informed by the operator. The bank account details have to be confirmed by the Service Provider/ Operator on the company letterhead

signed by the authorized signatory. Any payment accruing from this agreement shall be payable by the Client to the designated bank account with no further responsibility.

All applicable taxes, statutory deductions shall be paid upon the sum due from the client and any amendment to the taxes regime, statutory deductions shall be made applicable from the date of amendment/application and any increase / decrease in direct taxes (i.e. goods and services tax, service tax or any other direct tax imposed by govt. in future) will be accordingly adjusted by the department.

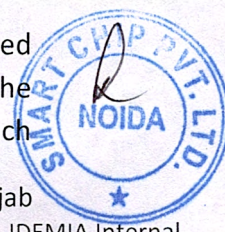
Department will make the payment within 30 days from the receipt of invoices and satisfactory performance. While no interest whatsoever will be paid to operator for any delay in making the payment of the invoice.

**LIQUIDATION CHARGES:** The Liquidation Charges imposed upon the Service Provider/Operator in view of the conditions specified in the schedule –II (SLA) shall be deducted from the invoice which would be raised for the subsequent month of the liquidation charges imposed for the preceding month. In case the operator fails to meet the conditions mentioned in the SLAs or as mentioned in the Agreement, the liquidated damages mentioned thereof would be levied.

#### 4.4 Work Policy

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

- a. The operator shall operationalize the stations in annexure-H with new hardware and duly licensed software and would continue to keep the sites operational during the calendar days.
- b. That the operator agrees to employ its best efforts to meet the project timelines and standards as applicable.
- c. That the Department of Transport will provide the place and space from where Services will be provided/ carried out. Operator and his work force assigned for the performance of the services under the Agreement, shall observe the rules and regulations of Department of Transport, Punjab; however, the working hours of the Department of Transport office shall not constitute any justification for non-accomplishment of agreed schedules.
- c. That the Operator shall engage workforce as if the workforce is eligible for being appointed to as clerical/data entry operator (for fixing the criteria only) post with the government department and not, knowingly engage any person with criminal record/conviction and/or any such person has been barred from participating directly or indirectly in providing the Services under the 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, agrees to comply with the entire Department of Transport standard/special physical security procedures at all the locations where Operator is performing work.

**SUB CONTRACTOR :** Any part of this Agreement or the scope of work or the service level agreement, in the Agreement or the schedules or appendixes cannot be subcontracted by the Service Provider, except that of housekeeping. In case it is found that any part or whole of the Agreement, or its schedules or appendixes had been subcontracted by the Service Provider, the client shall be within his right to terminate this agreement.

#### 4.4 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:

- a. 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 its 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. 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. There shall be no liability, whatsoever, of the client towards the employees of the Operator.

#### 4.5 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 and municipal 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 labour legislation.

## 4.6 Security and Safety

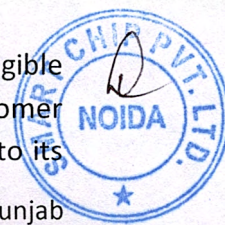
It is expected of the Parties that:

- a. The Operator will comply with the Department of Transport or its nominated agencies standards as stated in the RFP Volume I, and further in corrigendum, clarifications, undertaking and letter of intent, insofar as it applies to the provision of the services.
- b. 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 so far as the same apply to the provision of the services.
- c. The Parties to the Agreement shall use reasonable endeavors to report 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 or any of its nominees data, facilities or Confidential Information.
- d. 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.
- e. 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 facilities.

## 4.7 Confidentiality and Secrecy

It is expected of the Parties that:

- 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. 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 in the manner set out in Schedule-III.

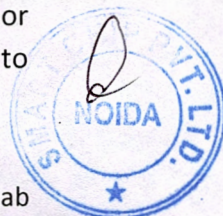
## 4.8 Termination

### 4.8.1 Termination for default

The Client without prejudice to any other remedy for breach of the Agreement, by written notice in case of default of the Operator:

- a. If the Operator fails to deliver any or all contracted services as per service levels and standards specified in the Agreement & Schedules (including the Service Level Agreements), or
- b. If the Operator fails to perform any other obligation(s) under the Agreement, Schedules, Appendixes.
- c. If the Operator in view of STC, Punjab, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or in the implementation of the Schedule – II (SLA);
- d. If the Operator becomes bankrupt or otherwise insolvent, or proceedings for liquidation or winding up are initiated against the Operator.
- e. Failure to take over and operationalize 90% of the locations.
- f. Failure to operationalize all locations with new hardware and new licensed software within period of 45 days.
- g. Sub contract: this agreement can be terminated in case the service provider is found to have subcontracted any part of this agreement, schedules or the appendixes.

**DEFAULT IN CLAUSE (a) & (b):** The Operator will be issued show cause notice of termination of 30 days for non-performance of his obligations regarding which defaulted had been committed of the acts as provided under (a) and (b) which includes Schedule -II (Service Level Agreement) for which the operator had already been issued warnings, impliedly or expressively, to rectify the default and thereby despite these warnings he had failed to perform his obligations.



Upon the expiry of 30 days in case the response in writing, of the service provider is inadequate, the competent authority shall pass an order to terminate the agreement/MSA.

**DEFAULT IN CLAUSE (c):** Upon finding any corrupt or fraudulent practices in competing for or in executing the agreement or in the implementation of the schedule-I & II, straightway an order of termination of agreement/MSA would be passed by competent authority within 15 days.

**DEFAULT IN CLAUSE (d):** In case, operator becomes insolvent or there are proceedings initiated for liquidation, winding up or matter pending in the National Company Law Tribunal against the operator, this agreement would stand terminated by an order of the competent authority with no further recourse.

The Client upon getting information by a report of any corrupt or fraudulent practice committed by the Operator in implementation of the schedule –II (SLA), through the competent authority may terminate this MSA, which includes the schedules, for with.

**DEFAULT IN CLAUSE (e):** The default and failure in taking over 90% of the locations within 30 days of signing of this Agreement and its schedules shall lead to the termination of this MSA, which includes its schedules, as provided in Sr. no.7 of Schedule –II (SLA).

**DEFAULT IN CLAUSE (f):** In case of failure to install new hardware/software within 45 days at all stations, this agreement/MSA would stand terminated with an order of competent authority.

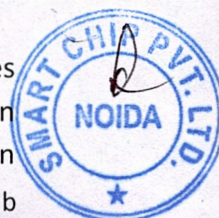
**DEFAULT IN CLAUSE (g):** In case report is filed by the PMC/Field Staff/Head Office to the STC, Punjab, that any part of the Agreement, the schedules or the appendixes has been subcontracted by the service provider, an order of termination shall be passed without any further notice or any further recourse.

#### 4.8.2 Termination for Convenience

The Operator or the Client as the case maybe shall be granted 60 days time to terminate the Agreement at any time for its convenience. This notice of termination shall specify that termination is for its convenience. In case of termination for convenience by the operator, no cost of equipment shall be paid by the Client. In case the client terminates the Agreement for convenience, then, the Client would pay to the Service Provider the service charges (as per scope of work & payment plan) carried out at the time of the termination of convenience and depreciated cost of the equipment takeover. Deprecation would be calculated on the basis of a straight-line method assuming the useful life as 5 years from the date of the takeover.

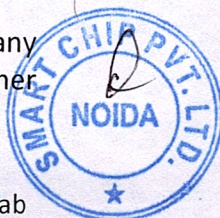
#### 4.9 Indemnification

- 1 Subject to Clause 4.9 (2) below, the Operator (the "Indemnifying Party") undertakes to indemnify the Client (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 sub-clause (1) 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 Clause, 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. 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 Clause 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. includes 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 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).



#### 4.9.1 Limitation of Liability

- (I) The total cumulative liability of Operator or Client 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 the Agreement, tort or other theories of law, shall not exceed the total amount to be paid by the Client for the Project. Provided that the foregoing shall not with respect to the Client include liability to pay any amounts on termination, or payments to be made to the Operator as per Clause 4.3.
- (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) The Client 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 of 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.

### 5. FORCE MAJEURE

Force majeure means an act of God, earthquake, land slide volcanic eruption, entire district flooding, curfew or lockdown in entire State, chemical and radioactive contamination but does not include strikes or boycotts, industrial action, political agitation. 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 Agreement is due to an event of Force Majeure.

#### 5.1 Successors

This Agreement and its schedules 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 prior written agreement signed by both Parties but does not include the sub-contractor.



## 5.2 Resolution of disputes

In case any issue arises which remains unresolved between the client and the Service Provider, the Party raising that issue shall first submit such issue of dispute or disagreement between the Parties arising out of or relating to and/or in connection with this agreement or the schedule-I & II to the Project Management Committee ('Disputed Matter'). If the Project Management Committee also fails to resolve the Disputed Matter, the issue may be referred the Joint Working Group. In case the matter still remains unresolved "Disputed Matter".

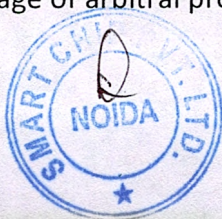
The Client and the Operator shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Agreement.

The issue shall be committed to the PMC in the following manner: –

- (i) In order formally to submit an issue of this agreement, one Party (Claimant') shall give in written notice ("Dispute notice") to the other Party as a 'disputed matter'. 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 disputed matter.
- (ii) The other Party shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. No extension of time shall be granted.
- (iii) The PMC shall decide upon the disputed matter within a period of 21 days and If the Disputed Matter is having a material effect on the operation of the services (or any of them or part of them) then, the PMC shall decide upon the same with a 7 days, the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the disputed matter.
- (iv) In the event that the committee is unable to resolve the Disputed Matter within the period fixed, the PMC shall refer the Disputed Matter to next level for the dispute resolution, i.e. JWG.

### ARBITRATION

1. If the JWG cannot resolve the disputed matter within 40days (or such longer period as the Parties may agree to in writing to a maximum of 60 days) 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 under the provisions of the Arbitration & Conciliation Act, 1996.
2. Upon the dispute not having been resolved, it shall be referred to the a single arbitrator appointed by the Parties, and where such arbitrator is not appointed within 30 days of such matter being referred by either party to arbitration, either party may procure the appointment of an arbitrator as per the provisions of the Arbitration & Conciliation Act, 1996. The venue of the arbitral proceedings shall be Chandigarh, and the language of arbitral proceedings shall be English.



## 6 EXIT MANAGEMENT

### 6.1 Purpose

- (i) This Clause sets out the provisions which will apply on expiry or termination of this Agreement.
- (ii) In the case of completion of the Term of the Agreement, the Parties agree that the audit and handing over of the items in the agreement, schedules & appendixes, IT and Non-IT shall commence 60 days prior to the completion of the term, named as **Exit Management Period**. In no event the Exit Management Period shall exceed 6 months from the notice acceptance date.
- (iii) In the case of termination of the Agreement, 60 days period shall be granted for the completion of the exit management. And handing over of all the items in the agreement, schedules and appendixes, IT and non-IT.
- (iv) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Clause.
- (v) PMC shall prepare the exit management plan within 30 days prior to the exit or termination.

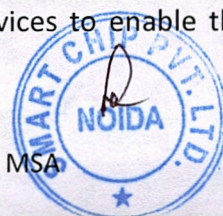
### 6.2 Exit Plan Time Period

The Client shall be entitled to serve notice in writing to the Service Provider at anytime during the Exit Management Period as detailed hereinabove requiring the Service Provider to provide the Client with a complete and up to date list of the assets within 30 days of such notice. The Client shall then be entitled to serve notice in writing on the Service Provider at any time prior to the date that is 60 days prior to the end of the Exit Management Period requiring the Service Provider to sell the assets, to be transferred to the Client at such sum representing the depreciated value of the assets, if any, as defined under the clause on termination for convenience. Notwithstanding anything contrary provided in this Agreement, transfer of all assets (which are in the possession or control of the Service Provider) which were present in the site at the time possession of the relevant site was provided to the Service Provider, shall only be returned to the Client, and no amounts shall be payable in respect thereof. In addition, before the expiry of the Exit Management Period, the Operator shall handover all confidential information and all other related materials in its possession, including all the hardware & software applications of the Client.

Any software application or information delivered to the Client during the Term or on expiry of the Agreement shall not be sold or re-used or copied or transferred by the Operator to other locations without prior written notice and approval of the Client. Further, any software application or information procured, developed or deployed under the Agreement by the Operator shall be the legal properties of the Client after the exit.

#### 6.2.1 Cooperation and Provision of Information

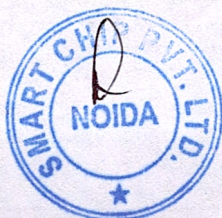
- (i) During the exit management period:
  - a. The Operator shall allow the Client or its nominated agencies access to information required to define the then current mode of operation associated with the provision of the services to enable the Client to assess the existing services being delivered.



- b. The Operator shall promptly on demand by the Client 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 this Agreement or scope of work relating to any material aspect of the services (whether provided by the Operator or sub-contractors appointed by the Operator). The Client 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 Client or its nominated agencies and/or any replacement operator to have reasonable access to its employees and facilities as reasonable required by the Client to understand the methods of delivery of the services employed by the Operator and to assist appropriate knowledge transfer.
- c. The service provider shall be within its rights not to disclose the margins of profit and loss or the books of account associated therewith

### 6.3.1 Confidential Information, Security and data

- (i) The Operator will promptly on the commencement of the exit management period supply to the Client 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;
  - b. Documentation relating to intellectual property rights;
  - c. Department of Transport data and confidential information;
  - d. All current and updated departmental data as is reasonable required for purposes of the department or its nominated agencies transitioning the services to its replacement operator in a readily available format;
  - e. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to the Client 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 Client or its nominated agencies all new or up-dated materials from the categories set out in this Clause 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.
- (iii) Save as otherwise provided in this Agreement, before the expiry of the Exit Management Period, the Service Provider shall deliver/transfer to the Client, all information, data, documents, records, etc., which is in the possession or control of the Service Provider, pertaining to the citizens/users/persons to whom it has provided services during the Term, and further shall ensure that the it does not retain the copy of such information/documents/data/ records.



## 6.4 Employees

During the Term of the Agreement, the following shall be binding on the Parties:

- (i) Promptly on receipt of request at any time, or even 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 Client 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 Client or its nominees, or a replacement operator ("**Transfer Regulation**") applies to any or all 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 Client 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 Client or its nominated agencies or any replacement operator.

## 6.5 Transfer of certain agreements

On demand by the Client or its nominated agencies, the Operator shall effect such assignments, transfers, innovations, licenses and sub-licenses of all IT and Non-IT items as the Client may require in favor of Client or its nominated agencies, or there placement operator in relation to any equipment lease, maintenance or services provision agreement between Service Provider and third party lessors, vendors, and which are related to the services and reasonable necessary for the carrying out of replacement services by the Client or the replacement service provider.

## 6.6 Right of Access to Premises

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

- (i) At any time or 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) Client or its nominated agencies, and/or any replacement operator.
- (ii) The Operator shall also give the Client or its nominated agencies, or any replacement operator right of reasonable access to the Operator's premises and shall procure the Client 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 Client or its nominated agencies, or a replacement operator.

## 6.7 General obligations of the operator

- (i) The operator shall provide all such information as may reasonably be necessary to affect a seamless handover as practicable in the circumstances to the Client or its nominated agencies or its replacement operator and which the Operator has in its possession or control at end of term or during the Exit Management Period.
- (ii) For the purpose of this Clause, anything in the possession or control of any Service Provider, associated entity, or sub-contractor is deemed to be in the possession of the Service Provider.
- (iii) The Operator shall commit adequate resources to comply with its obligations under this Exit Management Clause.

## 7. EXIT MANAGEMENT PLAN

- (i) The Operator shall provide the Client or its nominated agencies with a recommended exit management plan ("**Exit Management Plan**") which shall deal with all the provisions set out in Clause 6 above and including but not limited to the following aspects of exit management in relation to the Agreement:
  - 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 containing 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;
  - b. Plans for the 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 Client's operations as a result of undertaking the transfer;
  - c. Proposed arrangements for the segregation of the Operator's networks from the networks employed by the Client or its nominated agencies and identification of specific tasks necessary at termination; and
  - d. Plans for provision of contingent support to the Client or its nominated agencies, and replacement operators for a reasonable period after transfer for the purpose of providing service for replacing the services.
- (ii) The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- (iii) Each Exit Management Plan shall be presented by the Service Provider to and approved by the Client.



  
State Transport Commissioner, Punjab,  
Chandigarh  
Transport Deptt. Punjab

- (iv) In the event of termination or expiry of the Agreement, each Party shall comply with the Exit Management Plan.
- (v) During the Exit Management Period, the Operator shall deliver the services as per the requirements of the Project.
- (vi) Payments during the Exit Management Period shall be made in accordance with the terms of payment Clause.
- (vii) This Exit Management Plan shall be furnished in writing to the Client or its nominated agencies within 45 days from the date of signing of this Agreement.

## 7.1 Notices

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

**For Client:** To, The State Transport Commissioner, Punjab, at SCO no. 177-178,  
Sector-17-C, Chandigarh.  
Stc.punjab04@gmail.com  
Tele no. 0172-2771183

**For Service Provider:** Rakesh Taneja, General Manager (Sales),  
Smart Chip Private Limited  
A/1, Sector – 73, Noida, Uttar Pradesh – 201 307

## 7.2 Software Licenses

The licenses of all software to be deployed as part of the subject 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 this Agreement and before the installation of the software at any of the sites.

## 7.3 Audit, Access and Reporting

The Operators 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.

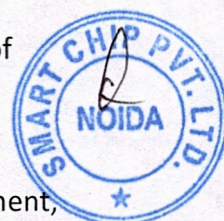
## 7.4 Audit, Access and reporting Schedule

### (i) Purpose

- a. This Clause details the audit, access and reporting rights and obligations of Client or its nominated agencies and the Operator under the Agreement.

### (ii) Audit, Notice and Timing

- a. As soon as reasonably practicable upon the signing of the Agreement, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project. Such time table may be reviewed every Quarter. During the currency of the project, the Client or its nominated agency shall conduct routine



audits every quarter and shall not be required to give the operator any further notice of carrying out such audits.

- b. The Client or its nominated agencies during the 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 the Operator, a security violation or breach of confidentiality obligations by the Operator provided that the requirement for such an 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 [PMC].
- c. The frequency of audits which shall be quarterly, provided always that the Client 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 in this Clause shall survive the termination or expiration of this Agreement 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 the Client or its nominated agencies or a user or destroyed in accordance with Exit Management Plan.

(iv) Access

- a. The Operator shall during the Project provide to the Client 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 volume-1 of the RFP, data recovery centers, documents, records and systems reasonable required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Client or its nominated agencies during the Term of the Agreement shall have the right to copy and retain copies of any relevant records. The Operator shall make every reasonable effort to co-operate with the Client or its nominated agencies in effecting the audits.

(v) 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 including but not limited to:
  - (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 the Client 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 Agreement;
  - (iii) That the Operator has complied with the relevant technical standards, and otherwise has adequate internal controls in place;
  - (iv) The compliance of the Operator with any other obligation under the Agreement; and
  - (v) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Operator.
- b. For the avoidance of doubt the audit rights under this Clause shall not include access to the Operator's profit margins or overheads, any confidential information relating to the Operator's employees, or such other information of commercial-in-confidence nature which are not relevant to the services associated with any obligation under the agreement.

### 7.5 Audit Rights of Suppliers and Agents

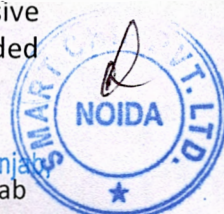
- a. The Operator shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Clause with suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Operator shall inform the Client or its nominated agencies prior to concluding any supply agreement of any failure to achieve the same rights of audit or access. The operator will also inform with regard to the sub-contract for housekeeping.
- b. Reporting: The Operator will provide quarterly reports to the Department of Transport or its nominated agencies 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.

### 7.6 Action and review

- a. Any change or amendments 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 Clause shall be immediately notified to Department of Transport or its nominated agencies and the Operator who shall determine the necessary actions required to rectify such discrepancies in accordance with the terms of this Agreement. Failure on part of the Operator to rectify the discrepancies within 30 days of being informed of the actions required to be undertaken in order to rectify the discrepancies shall be deemed to be a material breach of this Agreement and the Client shall be entitled to exercise its termination rights under Clause 4.8 of the Agreement.

### 7.7 Audit-Terms of payment

Department of Transport, Punjab or its nominated agencies and the operator shall bear their own costs of any audits and inspections. The terms of payment are exclusive of any cost of the Operator for all reasonable assistance and information provided under the Agreement by the operator pursuant to this Clause.



## 7.8 Records and information

For the purposes of the audit in accordance with the 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.

## 7.9 Intellectual Property Rights

During the Term of the Agreement, the responsibility to maintain the valid IPR would lie with the Operator and the IPRs will be transferred to the Client or its nominated agency during the transfer stage. Following conditions shall apply:

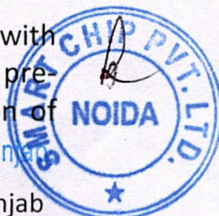
- (i) **Ownership and Title:** Title to the software applications developed exclusively for this Project, any enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Department of Transport.
- (ii) **Reverse Engineering:** The Operator shall not reverse engineer any software application provide 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 Client. The Operator hereby agrees not to disclose such information except to persons and organizations expressly authorized by the Client 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's updates or documentations.

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 part. 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 provide to the other Party solely for the performance of such services. Except as may be otherwise explicitly agreed to in statement of services, upon payment in full, the Service Provider should grant to the Client, a non – exclusive , perpetual , fully paid up license to use, reproduce and modify (if applicable) the pre-existing work in form delivered to the Client 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.

The Client'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 Service Provider leaves with the Client at the conclusion of performance of the services.

State Transport Commissioner, Punjab  
Chandigarh  
Transport Deptt. Punjab



## 7.10 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and shall be (subject to Clause 5.2) subject to the exclusive jurisdiction of the courts of Chandigarh only. 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. All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

## 7.11 Corporate Authority/ Further Assurances

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 the Client within a reasonable time upon the execution of this agreement.

## 7.12 Insurance Cover

The Operator shall effect and maintain at its own cost, during the term of this Agreement, such insurances for such maximum sums as may be required under the applicable laws, and such insurances as may be necessary or prudent in accordance with industry practice to protect the interests of the Operator and the Client. The Operator shall also effect and maintain such insurances as may be necessary form litigating the risks that may devolve on the Client as a consequence of any actor omission of the Operator during the Term of the Agreement.

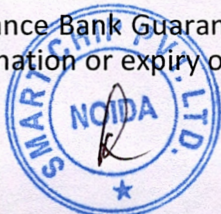
## 8. PERFORMANCE BANK GUARANTEE

The Operators shall at his own expense deposit with the Client, within thirty (30) working days of the date of the LoA or prior to signing of this Agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to Department of Transport, Punjab, payable on demand, for the due performance and fulfillment of the conditions stipulated in the Agreement by the Operator. The Performance Bank Guarantee can be encashed in UT, Chandigarh on the demand of the department.

The performance guarantee shall be denominated in Indian Rupees and shall be in the form of bank guarantee.

The PBG will be for an amount of Rs. 5 Crores (Indian Rupees Five Crores only). All charges whatsoever such as premium; commission etc. with the respect to the PBG shall be borne by the Operator.

The Performance Bank Guarantee shall remain valid until the expiry of six months from the date of termination or expiry of the Term of the Agreement.



State Transport Commissioner, Punjab,  
Chandigarh

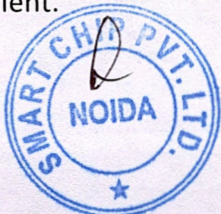
In the event of the Operator being unable to service the Agreement for whatsoever reason, save and except force majeure event and reasons beyond the control of operator, the Client would be entitled to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Client under the Agreement in the matter, the proceeds of the PBG payable to the Department of Transport, Punjab in case of Operator's failures to complete its obligations under the Agreement are in addition to any other rights of the Client under law or the Agreement.

The Client 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.

### 8.1 Obligations of the operator

The following are the obligations of the Operator in addition to any other obligations as laid down under the Agreement:

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 authorities of the Client.
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 the Client responsible or obliged.
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 the Client or any official designated by the Client.
4. The Operator shall install and use only the proposed and approved software and hardware in specified quantities during the Term of the Agreement.
5. The set up and the manpower deployed shall be dedicated for the use of Client 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 up gradation of all the hardware devices, software applications, antivirus etc. installed by during the Term of the Agreement for the fulfillment of service level as agreed.
7. The Operator must handle carefully all the requirements and work. It should not affect the normal working of government office. Right time attendance and work are important. Failure to comply with this requirement shall be treated as non-cooperation to the Client and the Client may exercise its right for termination of the Agreement.
8. The Operator shall comply with all rules, regulation, byelaws and directions given from time to time formulated or issued by any local or public authority in connection with the Project and shall pay fees or charges that are levied on him without any extra cost to the Client.



  
State Transport Commissioner, Punjab,  
Chandigarh  
Transport Deptt. Punjab

## 8.2 Inspection & Test

The following are the rights of the Client:

- The Client 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 Term of the Agreement.
- Department of Transport reserves the right to inspect, test and, wherever, 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.

## 9. LIQUIDATED DAMAGES

Time is the essence of the Agreement and the performance and services.

Under this Agreement, all terms are binding on the Service Provider. In the event of delay or any gross negligence for causes attributable to the Operator in meeting the deliverables, services and meeting its obligations, the Client shall be entitled at its option to recover from the Operator, the liquidated damages.

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  
State Transport Commissioner, Punjab,  
Chandigarh

Signature \_\_\_\_\_

Name Dr. AMAR PAL SINGH  
IAS

Designation STC (Pb)

Date 15-9-2020

For Operator

Signature \_\_\_\_\_

Name Shraddha Prashant Puri

Designation AGM - Sales

Date \_\_\_\_\_

In PRESENCE OF:

WITNESSES 1

Signature \_\_\_\_\_

Name AMAR PAL SINGH

Designation HEAD- PROJ. OPERATIONS

Date 15/09/2020

WITNESSES 2

Signature \_\_\_\_\_

Name SUKHWINDER SINGH BARR

Designation ATO (MR)

Date 15/9/2020

## SCHEDULE I

The period of this Agreement is for five years under PPP model for implementation of smart card-based Driving Licenses and Registration Certificates in all District Transport Offices, vehicle registering and licensing offices within the state of Punjab.

The role of the Service Provider would be Development, installation, taking over (as per section 2.1.5), operation & maintenance of IT based integrated systems including hardware and software involving various activities of Transport Department, Punjab.

### 1. (a) Technical Scope of Work

The scope of work includes supply of SCOSTA compliant cards including printing and personalization of smart cards, providing related infrastructure, supply of manpower, dispatch of smart cards etc. The brief activities to be performed by the Operator are as follows: -

The Operator shall prepare the site at all the Transport Offices to undertake the work of personalization of Driving Licenses and Registration Certificates on SCOSTA Smart cards.

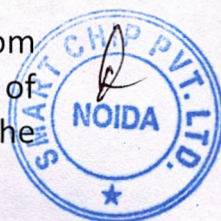
The operator shall install Desktops, Smart Card Printers, Smart Card Readers, scanners, finger print scanners, image capturing devices, biometric devices for thumb impression and "Solution software" for processing of applications, centralized printing of smart cards of Driving Licenses and Registration Certificates. Printing of SCOSTA compliant Smart Card based Driving Licenses and Registration Certificates.

The Hardware shall include computer infrastructure, networking equipment, communication devices, UPS systems, etc. The Hardware procured by the Operator shall be new and from reputed branded companies. Specifications of the above items are furnished in Annexure-C.

The site wise quantity of IT/NON-IT Infrastructure to be provided are given in Annexure-I. The infrastructure to be provided should match minimum specifications provided in Annexure-B.

90% of the sites should be made operational and ready by installation of the hardware and software within 45 (forty five) days of signing of agreement.

The required systems shall be installed at all the locations of the department from where the above-mentioned activities are to be carried out. In case any office of the transport is shifted from any one or more location to another location/site, the



Operator shall shift its infrastructure to new location at his own cost.

Daily MIS reports for activities performed for the day.

The operator shall co-ordinate with NIC for Interfacing of "VAHAN" and SARATHI" software with the customized software of the Operator for personalization of SmartCards.

"NIC" will be responsible for database hosting and expenses & its responsibility lies with it.

The process related to printing and preparation of DL/ RC, shall be responsibility of Operator. The Operator shall procure, provide and maintain all hardware, consumable, software and manpower required for printing and preparation of Registration Certificate and Driving Licenses on smart card at the centralized printing station.

The KMS at the centralized printing station and at offices shall be performed under the supervision of Transport Department. The necessary hardware PC's & Smartcard reader at centralized printing station and other printing locations shall be provided by the operator.

After completion of the Agreement the physical possession of the Project facility along with all IT/Non-IT infrastructure and database together with backup all in good condition to be handed over to the Transport Department by the operator at the end of the Agreement period.

### (b)Architecture of the Solution "Software"

The architecture of the solution should be based on open source, inter-operable standards and shall not be based on any proprietary systems or packages. More specifically, the operating systems, the system software and RDBMS packages, the networking operating systems, the protocols, the APIs shall conform to open standards. The architecture should be proven to be highly scalable and capable of delivering high performance in varied field conditions without loss of data.

The architecture should be able to interface with the existing applications of the Department for the services, with marginal customization wherever required. In other words, the user- interface in respect of the application shall be as defined by the Department.

Operator will provide a Security Audit Certificate from TPA for the Solution.

The Solution should support extensive Audit-trails at user, Facility to generate audit trail on separate actions & Log all the actions done by individual user with user id & name.

Solution should have administration module, Storage & Archival of Scanned Documents, retrieval system for files & document viewing & Reporting.



Solution should have "Document Imaging System" Scanning application feature must include but not limited to: dual output at single scan (B/W & Color), Dual Side scanning, Noise Removal, Recognizing text, De-skew, rotate, crop, rescan the images.

The operator shall incorporate all such features as required by the Department for its information and management. These could be in the form of accounting, transaction files, log files and any other statistical reports. The Operator shall develop a module for verifying the data for preparing the Management Information System for Transport Offices of the Transport Department, reconciling the transactions at Transport Offices and a program for centralized verification.

The Solution should be secure & follow latest security standards as per MEITY.

To ensure compliance with "Guidelines for Indian Government Websites (GIGW)". To integrates easy to use content management system for easily managing overall content of the website.

The Solution developed should support both English & Punjabi Language. The application has to be bilingual (English & Punjabi (UNICODE)) as per Indian government norms.

The design should include integration with existing IT infrastructure.

The solution/ application should function properly across browsers including but not limited to; Internet Explorer, Safari, Firefox, Chrome.

The developed solution should be able to achieve as minimum, the following parameters:

- i. Average page loading time (time taken between click of the link to the complete loading of the page) should be less than 2 seconds for all static pages and below 7 seconds for pages with dynamic data intensive pages
- ii. Average time for Internal User Login on application should be under 3 seconds
- iii. Average time to throw by results of queries by the internal users of application should be under 5seconds.

The Operator will prepare High Level Plan for development of the Solution.

The Operator would have the overall responsibility for development/customization, integration, testing and rollout of all components of the project. The Operator shall provide the overall solution as per this scope of work and provide the required manpower for the project and its components.



## User Acceptance Testing

- i. The selected operator shall perform User Acceptance Testing (UAT) and load testing before Commissioning of the system. The test cases for UAT shall be prepared by the operator and submitted to Department, Transport for approval.
- ii. Bugs/defects detected during acceptance testing in developed custom components should be rectified by the operator.
- iii. On successful completion of the user acceptance testing, User Acceptance Sign off certificate will be provided by Department of Transport.

## (c) Services Delivered to the Citizens

Through the entire project, the following services would be provided to the citizens:

Printing of learner's license and duplicate learner's license on paper;

Printing of new driving license, duplicate driving license, international driving license on SCOSTA Smart Card as per latest MoRTH guidelines;

Printing of conductor license, renewal, duplicate conductor's license;

Printing of SCOSTA smart card-based registration certificate, renewal of certificate of registration, re-registration of transport vehicles, new registration, Printing of duplicate certificate of registration, transfer of ownership of a vehicle, change of address on registration certificate;

Printing of regular, temporary and tourist permits;

Flow chart details are given at ANNEXURE-G.

The Service Provider would provide all the citizen services of the Transport Department as mentioned above but shall not be limited to, provisioning of SCOSTA smartcard based driving licenses and registration certificates and paper based learner license / conductor license and permits and perform related activities such as change of address, change of owner, collection of taxes, generation of necessary MIS reports etc. and other services as mentioned in the list of services as per this Section.

## Provisioning of Hardware and Software for System

The Operator shall deploy adequate quantities of the hardware and software to meet the SLAs defined in Vol-III of this RFP as per Annexure-I.

## (d) Procurement of Other IT/NON-IT Infrastructure

The Operator will be required to procure new hardware/Software including



networking accessories like switches etc. and system software at his own cost as mentioned above. Any additional hardware required during the O&M phase of the Project to achieve the SLAs (defined in Vol- III of this RFP) will have to be provisioned by the Operator at no additional cost to the Transport Department.

The hardware procured by the Operator shall be new and from reputed company (Reputed company means the company shall be among the top 5 company for that requirement as per latest IDC ranking) as per configuration specification mentioned in the document so that, time lines of delivery of services is met within stipulated time as per the provisions of Punjab Transparency and Accountability in Delivery of Public Services Act, 2018.

Note: Operator shall install new hardware replacing the old within 45 days of signing MSA with the department.

### (e) Operations & Maintenance

The Operator will be required to maintain IT/NON-IT Infrastructure & Procured Hardware /Software as per the requirements to deliver the services of the Transport Department.

The Operator will be required to maintain appropriate onsite AMC during the contact of period of Project. Operator shall share AMC agreements with the transport department.

In the case of antivirus software, Operator will need to install the new anti-virus definitions as it released or as promptly as possible.

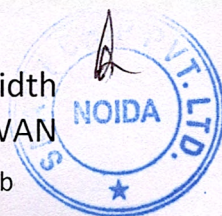
Operator will be responsible for making necessary changes to the solution for staying up to date to meet the newer versions of software applications — Vahan 4.0, Sarathi 4.0 and any other applications deployed for the Project.

The list of available non-IT infrastructure (location wise SDM/RTA) is enclosed at Annexure-H.

### (f) Network Connectivity & Administration

As Punjab State Wide Area Network ("PAWAN") has already been set up in the state to provide connectivity at all the DC, SDM and block offices, the Operator will be required to provide necessary last mile connectivity i.e. networking equipment's, LAN etc., between the nearest Point of Presence ("POP") of PAWAN and Transport Department Office wherever required. The operator is free to visit any or all offices to access the actual requirements of networking and accessing condition of non-IT Infrastructure available at Transport Department offices.

The Operator will bear the cost of any networking equipment's and bandwidth connectivity required for providing connectivity between nearest POP of PAWAN



and departmental office listed as per Annexure-A

Although the basic internet connection required to run the software applications would be provided by the PAWAN but the Service Provider is required to provide an alternate internet back up at all sites. To meet this objective, the Service Provider shall establish an internet connection with minimum speed of 4MBPS at all SDM Sites except District Headquarters, 6 MBPS at 11RTAs and District Headquarter SDMs and 10MBPS at CCPC. The internet speed should be sufficient enough to meet the delivery requirements as mentioned in the SLAs defined in Vol-III of this RFP.

The vendor shall build LAN at all the necessary locations. Vendor will be free to access the existing LAN and use the same.

The Operator will also provide appropriate network monitoring system ("NMS") to evaluate the downtime of system due to network. The Networking System or tool so designed shall must provide the login-based checking privileges to the authorized representatives of the Transport Department namely Project Manager, Deputy Controller (Finance & Accounts), Manager MIS and Project Coordinators or any other such officer.

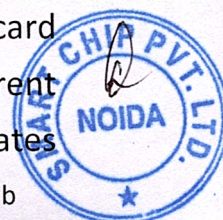
The Operator will also need to provide necessary equipment's (like network switches etc.) at the Transport Department Offices to build and maintain a local area network (LAN) with structured cabling for connecting all nodes (PCs, Hardware, Software, printers etc.) at each location using CAT-6 (with capability to support 1Gbps Ethernet operations whenever required). Operator will be responsible to create the LAN for existing as well as new hardware. Any existing LAN can be re- used by the Operator for its purposes.

Operator would be required to ensure the requisite networking, connectivity and maintenance at the Transport Department Office sites under the Project.

The Operator shall maintain necessary backup of the database & share Backup policy with Department.

#### (g) PROVISIONING OF SMART CARD INFRASTRUCTURE AND PRINTING OF SMART CARDS

The Operator shall supply, install and maintain the smart card infrastructure centrally at space provided by the transport department, and shall supply the smart cards as per the requirements of Project (Annexure-B). The Operator shall provide declaration that it compliance with the latest guidelines by Ministry of Road Transport and Highways ("MoRTH") for specification of SCOSTA smart card and security features provided by the transport department. The current guidelines regarding smart card-based driving licenses and registration certificates



may be obtained from [www.parivahan.gov.in](http://www.parivahan.gov.in).

Centralized Card Personalization Centre (CCPC) will be established at space provided by the transport department by the vendor, where the vendor would print the SCOSTA smart card-based DL/RC. The vendor shall: -

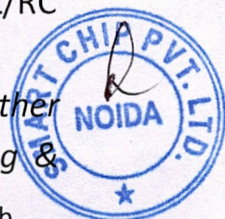
- i. Establish the centre at its own cost at a space provided by the Transport department.
- ii. Security of CCPC premises will be responsibility of Selected Vendor as per guidelines & directions of the Transport Department.
- iii. Install and deploy all necessary hardware and software including computer systems, smart card printers, networking equipment's, UPS, furniture and fixtures etc. for timely printing and personalization of SCOSTA smart cards.
- iv. Install and deploy necessary hardware like smart card readers/writers for KMS.
- v. Perform KMS under the supervision of officials of transport department.
- vi. Install Air conditioning facility at the Centralized Card Personalization Centre (CCPC).
- vii. Deploy required manpower for day to day operational and maintenance work of the centers.
- viii. Details and size of paper to be used for deliverables like permits, international driving permits are given in ANNEXURE D- Detail of Consumables
- ix. It should be noted that the encoding of the data on the chip will have to be done as per the standards defined by the MoRTH for smart card-based services. For the visual layout, the latest guidelines issued by MoRTH will be followed from time to time. In case, MoRTH issues the guidelines for the change in the visual layout of the driving license or registration certificate card, then the Operator will also have to adopt the same after due approval from the Department.
- x. The Department of Transport shall enter into an agreement with the Postal services for the delivery of the articles through speed post/registered post-which agreement shall be honoured by the operator.
- xi. The Service Provider is required to print the smartcards of driving license and registration certificate and other deliverables as per the timelines mentioned in the SLAs (defined in Vol-III of this RFP). The deliverables have to be made available for delivery through speed post /registered post.
- xii. After printing of the Smart card and completion of the KMS, it shall be dispatched to the address mentioned in the DL/RC by the selected vendor.
- xiii. Vendor shall also be responsible for providing, printing and



preparing the envelope for dispatching the smart card DL/RC along with pre-printed paper card jacket carrying a covering letter in a duly sealed envelope. The content and design of envelope shall be approved by the Department.

- xiv. The Vendor shall deploy adequate manpower for packing and dispatching of printed smart cards to adhere SLA timelines (defined in Vol-III of this RFP).
- xv. Before dispatching, the Vendor shall ensure that the address printed on the smart card and the address printed on the envelope are same and there should be no mismatch. The packed envelopes shall be received in dispatch with the transport department to a designated officer/office and thereafter the same shall be handed over to the Postal Department/authorities for onward delivery through the speed post and where speed post facility is not available, it will be dispatched through registered post, as the case may be. SMS intimation shall be sent to the applicant along with tracking ID for checking online status. All processes in this regard shall be the responsibility of the vendor.
- xvi. The Vendor shall maintain complete record of all the cards dispatched on daily basis and submit the same with a designated office/officer of the transport department.
- xvii. The undelivered articles upon being handed over back to the transport department shall be taken over by the operator and shall be responsible for its safe keep and final disposal as per the guidelines/orders of the STC. The vendor shall also takeover the reason of a delivery and would be required to keep the evidence of delivery where a complaint regarding non receipt of smart card is received by the Department. The envelope received undelivered shall be recorded and be kept in safe manner by the Vendor till further disposal as directed by the Transport Commissioner.
- xviii. The Vendor shall procure and maintain all hardware and software and manpower relating to packing and dispatching of cards.
- xix. Packed envelope unique dispatch number will be recorded in software.
- xx. Dispatched smart card list will be generated in system solution as per MIS Reports (Annexure E) from software as per latest standards/formats.
- xxi. Postal charges to the Indian Postal Department for delivery of DL/RC smart cards shall be made by the Transport Department, Punjab

• *Note: Printing/delivery of paper learning license/Permits/Fitness & other Services shall be done by the vendor on respective location of registering &*



licensing authority.

## (h) SOLUTION SOFTWARE DEVELOPMENT/CUSTOMIZATION

Transport Department has successfully implemented Sarathi 4.0 and Vahan 4.0 web based applications throughout the state.

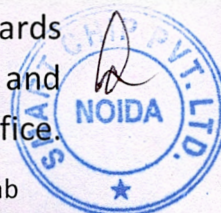
National Informatics Center (NIC) under the guidelines of MoRTH has developed web based 'VAHAN 4.0', application software for registration certificates of vehicles and 'SARATHI 4.0' application software for driving licenses. Both the software applications are now web based mode and are most suitably compatible with PAWAN network. The two software VAHAN 4.0 and SARATHI 4.0 are provided with possible validation checks to the best of available knowledge and software services. If any additional checks are required, those would be incorporated in the software by NIC, as per the feedback given by the users from time to time.

The new package of Sarathi 4.0 and Vahan 4.0 is completely menu-driven and user-friendly. The user is reminded with suitable messages for a particular parameter for which he is going to feed the data. It is very easy for the user to make out the stage of data entry, and what previous information he has already fed.

Screen reports have been provided to give the user another facility for validating data online. Viewing on screen and then making the changes saves a lot of time involved in the correction process. Printing of checklist and wastage of stationery is also avoided in this way.

The software applications that will be deployed during the implementation of the project under 2 categories:

- i. Applications provided by NIC — these will include web-based applications Vahan 4.0 and Sarathi 4.0 software applications developed by NIC for the purpose of this Project, but in future if the Transport Department shifts to new software, then the Operator would be required to implement, operate and maintain the system as per the requirements of the new software application.
- ii. Applications to be developed/maintained/up gradation by the Operator — this will include the applications like printing of smartcards, network monitoring system, SLA monitoring tool and the portal for the department ([www.punjabtransport.org](http://www.punjabtransport.org)).
- iii. Operator shall Develop/maintain/customize and implement the necessary additional software applications like 'Application for Printing of Smartcards from Vahan 4.0 and Sarathi 4.0' or such other amendments or upgraded and newer versions of VAHAN and SARATHI, with a single portal at Head Office.



The application should be login based application.

- iv. All the applications developed by the Service Provider shall be subjected to the security and technical audit as per the guidelines provided by Ministry of Electronics and Information Technology (MEITY) and Ministry of Road Transport and Highways (MoRTH).
- v. The Operator will ensure that the best practices in the industry are used during the software development/customization, implementation, maintenance and upgrading phase.
- vi. The Operator will be solely responsible for arranging any software tools and hardware required during the development of the software application at his own cost and Transport Department in no case will be responsible for arranging any such software/tools/manpower.
- vii. Operator shall ensure seamless integration and sharing of data across applications (provided by NIC or Operator) to ensure effective MIS reporting and analysis. While developing any applications, the Operator shall ensure that there are no technology integration issues.

(i) Monitoring Tools to be Developed/Customized by the SERVICE PROVIDER

(i) Network Monitoring Tool (NMT)

- i. Service Provider is expected to deliver 98.5% uptime of the citizen centric services.

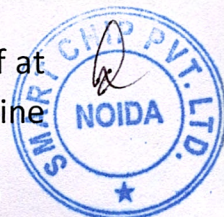
However, if it fails to deliver, a penalty would be levied as per SLA in Schedule-II.

(ii) Service Level Agreement (SLA) for NMT Monitoring Tool

Service Provider shall be required to develop / customize the Service Level Agreement tool (SLA) as per the specifications of the RFP. The tool shall essentially calculate the difference of time between various deciding points like 'Time of Online Approval of Application', 'Time of Scanning/Indexing any document', 'Time of Printing', 'Time of Dispatch of the deliverable' and other such time instances. Relevant example is given in the 'SLAs and Penalties'.

(j) Manpower Provisioning

The Operator has to provide well trained, qualified and skilled manpower/staff at each location & CCPC for network and system administration, first line



maintenance, technical support, printing of smartcards, so as to meet the SLAs.

### (k) Manpower Qualification criteria

Manpower qualification & experience is as per Annexure J:-

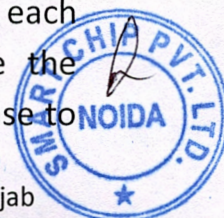
#### (l) Manpower requirements conditions:

- i. All the Operator personnel should sign confidentiality agreement during onboard. Operator has to perform exhaustive background check of all the personnel involved in this project. Background check verification would include availability of satisfactory character references; check (for completeness and accuracy) of the applicant's curriculum vitae; confirmation of claimed academic and professional document). Any direct or indirect losses to the department because of Operator's personnel fault will have to be borne by Operator.
- ii. The Service Provider shall be required to follow the statutes enacted by the Central/State Government dealing with minimum wages, accidental and social security benefits, occupational safety and health, safe working conditions of employment, disciplinary action, formation of trade unions, industrial relations under the various Central Acts by Ministry of Labour & Employment Government of India and as per the applicable acts, guidelines and rules of the state government of Punjab.
- iii. Salary payments shall be made by the vendor electronically through direct transfer to their salary accounts of all the employees by the 7th date of every month without any delay.
- iv. In the event of any staff member moving out of the project immediate replacement will have to be provided by the vendor.
- v. Vendor shall provide necessary manpower to handle the front-end service counters and back end operations. The number of data entry operators will vary in accordance with the work load in each STA/RTA/SDM.

Note: Government of Punjab may start parallel front end services to facilitate citizens. Vendor shall not make any objection over it.

### (m) Training

- i. Transport Department with the assistance of NIC would provide training on the application software to a maximum of one personnel of Operator at each Transport Department Office (train the trainer program). It will be the responsibility of the Operator to further extend this training at its expense to



all his staff required to work on the application software. It will be the responsibility of the Operator to arrange for the space and infrastructure required for this one-time training to the Operator's staff members and the department/NIC will not be responsible to provide any space or infrastructure. The Transport Department will provide a Single Point of Contact (NIC) to Operator for coordinate with the state NIC for the availability of their personnel for conducting these training programs.

- ii. The training program on Vahan 4.0 and Sarathi 4.0 will spread over a maximum period of 5 working days while the exact schedule can be worked out at later stage with selected vendor.

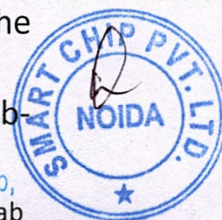
### (n) Training to staff of the Transport Department

- i. The Operator would provide training on the following areas to the staff of the Transport Department (whenever there is a requirement), training on applications (Vahan, Sarathi and any other application developed by operator) and training on smart card system.
- ii. The Operator would be required to deploy the resources at each of the departmental office to train and handhold the department personnel till the completion of project. Operator will also be required to develop the training manuals for the staff members of the department for self-training. The manuals will also be available on the website of the department with limited access to departmental staff members or Operator's staff only.
- iii. In case of replacement/change/transition operator will be responsible for training of resource its own costing.
- iv. The Operator will bear all the cost of training to its staff employees and to the Transport department staff. It will be the responsibility of the Operator to arrange for the space and infrastructure required for one-time training to the Operator's staff members from NIC and the Transport Department.

### (o) Supply of Consumables for O&M

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, following:

- i. The ink tank printers shall be used by the Service Provider to print the deliverables on paper.
- ii. Refill of ink tank printer cartridges (Under no circumstances sub-standard/refill cartridges would be used);



- iii. Plain paper, file folders and other office stationery articles;
- iv. Smart cards and related hardware;
- v. Fire, Theft & other safety management to be provided at every location;
- vi. For the utilities like electricity, telephone, 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 Transport Department will provide the site and the necessary connection at the site.
- vii. Any other item which is required for the successful execution of the project.

The Operator will be required to maintain an IT/NON-IT consumables in adequate for minimum two weeks operation at each office. If any doubt arises, whether any item or article can be categorized as required for functional operations or not, or with regard to the quantities used, the decision of the "State Transport Commissioner, Punjab" shall be final.

Details of consumables are mentioned in Annexure-D.

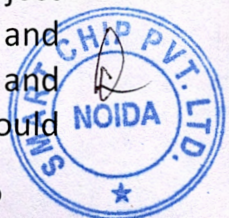
#### (p) Utilities and Power requirements

The Operator will be required to meet the costs of all the utilities for the project for duration of 5 years from the date of the taking over of the Project if not available. The Operator will also be responsible to meet the utility charges. For this purpose, the Operator will install sub-meters at all the project sites at its own cost, while the Transport Department 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 240 minutes) to ensure uninterrupted operations of the services covered under this project at each of the locations.

#### (q) Setting up of an IT cell at STC Office

The Operator will be required to set up a central IT Cell at the Head Quarters with adequate staff to cater to the public/staff queries related to web based transactions on Sarathi 4.0 and Vahan 4.0 or such upgraded versions, as the case may be, to resolve issues related to the functioning of software (e.g. Printing/Scanning etc.) through a help line with a Toll Free Number for general public/staff enquiries. This will also ensure collection of data from STA/RTA/SDMs if required for the preparation of reports, preparing a central database for scanned data. The project manager from the Service Provider side shall report to the e-governance and coordination office at STC Office where all the activities can be coordinated and regular interaction with the Transport Department is facilitated. The office should



have executives of necessary seniority to interact with Transport Department officers.

#### (r) MIS Reporting

The Operator would be required to provide MIS reports to meet the reporting requirements of the department at all the locations. The Operator will also ensure anytime-anywhere availability of these MIS reports. Various MIS reports (Annexure E), but not limited to, required for the project have been detailed as a part of functional requirements. For MIS reporting system the Operator will ensure that:

- i. The MIS system should be able to export the report data to latest industry standard formats like word, PDF, spreadsheet, XML, CSV etc.
- ii. The MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per their requirements.

*Note\*Details of MIS reports are placed at ANNEXURE-E*

#### (s) Maintenance of Infrastructure

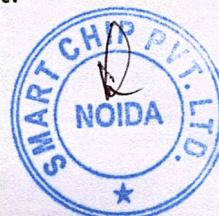
Maintenance of the all existing IT/Non-IT Infrastructure (air conditioning equipment and other infrastructure such as cabin, table, chair, Split AC, safe vaults, smart card printers, chairs for employees, web camera, biometric, electronic signature pad) as per site requirements would be entirely borne by the Operator. Operator can use and maintain the existing infrastructure.

*Note: Quantity may change as per site requirements specification if any, to be provided in ANNEXURE-C.*

#### (t) 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.

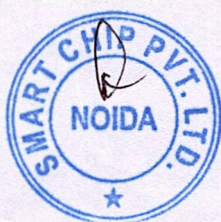
#### (u) Operations and Time Schedule



The Operator is expected to operate and maintain all the RTA, SDMs (Transport services site locations) services as per the SLAs (defined in Vol-III of this RFP) for the duration of the Agreement.

The working hours & working days of various offices have been mentioned below, while in case of any change in the working hours & working days the Operator will be required to comply with the same.

| Operations and Time Schedule |                            |
|------------------------------|----------------------------|
| Location/ Office             | Office Working hours/Days  |
| STC Office                   | Mon- Friday (9 am – 5 pm)  |
| STA Office                   | Mon- Friday (9 am – 5 pm)  |
| RTA Office                   | Mon – Friday (9 am – 5 pm) |
| SDM Office                   | Mon- Friday (9 am – 5 pm)  |



  
 State Transport Commissioner, Punjab,  
 Chandigarh

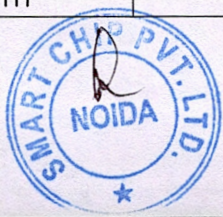
## 2. ANNEXURE A- List of 11 RTAs and 80 SDMs

| S.No | RTA Name   | CODE  | District          | SDM/RTA |
|------|------------|-------|-------------------|---------|
| 1    | BATHINDA   | PB-03 | Bathinda          | RTA     |
| 2    | FARIDKOT   | PB-04 | Faridkot          | RTA     |
| 3    | FEROZPUR   | PB-05 | Ferozepur         | RTA     |
| 4    | PATIALA    | PB-11 | Patiala           | RTA     |
| 5    | SANGRUR    | PB-13 | Sangrur           | RTA     |
| 6    | GURDASPUR  | PB-06 | Gurdaspur         | RTA     |
| 7    | AMRITSAR   | PB-02 | Amritsar          | RTA     |
| 8    | LUDHIANA   | PB-10 | Ludhiana          | RTA     |
| 9    | MOHALI     | PB-65 | Mohali            | RTA     |
| 10   | JALANDHAR  | PB-08 | Jalandhar         | RTA     |
| 11   | HOSHIARPUR | PB-07 | Hoshiarpur        | RTA     |
| STA  | Mohali     | PB-01 | For entire Punjab | STA     |

| S.No | SDM Name      | CODE  | District            | SDM |
|------|---------------|-------|---------------------|-----|
| 1    | RAMPURA       | PB-40 | Bathinda            | SDM |
| 2    | TALWANDI      | PB-45 | Bathinda            | SDM |
| 3    | MAUR          | PB-80 | Bathinda            | SDM |
| 4    | SARDULGARH    | PB-51 | Mansa               | SDM |
| 5    | MANSA         | PB-31 | Mansa               | SDM |
| 6    | BUDHLADHA     | PB-50 | Mansa               | SDM |
| 7    | KOTKAPURA     | PB-79 | Faridkot            | SDM |
| 8    | JAITU         | PB-62 | Faridkot            | SDM |
| 9    | MALOUT        | PB-53 | Shri Muktsar Shahib | SDM |
| 10   | MUKTSAR       | PB-30 | Shri Muktsar Shahib | SDM |
| 11   | GIDDERBAHA    | PB-60 | Shri Muktsar Shahib | SDM |
| 12   | WALA          | PB-66 | Moga                | SDM |
| 13   | MOGA          | PB-29 | Moga                | SDM |
| 14   | PURANA        | PB-69 | Moga                | SDM |
| 15   | DHARAMKOT     | PB-76 | Moga                | SDM |
| 16   | ZIRA          | PB-47 | Ferozepur           | SDM |
| 17   | GURUHARSAHAI  | PB-77 | Ferozepur           | SDM |
| 18   | JALALABAD     | PB-61 | Fazilka             | SDM |
| 19   | FAZILKA       | PB-22 | Fazilka             | SDM |
| 20   | ABOHAR        | PB-15 | Fazilka             | SDM |
| 21   | SAMANA        | PB-42 | Patiala             | SDM |
| 22   | DUDHNSADHAN   | PB-83 | Patiala             | SDM |
| 23   | PATRAM        | PB-72 | Patiala             | SDM |
| 24   | NABHA         | PB-34 | Patiala             | SDM |
| 25   | RAJPURA       | PB-39 | Patiala             | SDM |
| 26   | PATHANA       | PB-52 | Fatehgarh Sahib     | SDM |
| 27   | FATEGARHSAHIB | PB-23 | Fatehgarh Sahib     | SDM |



| S.No | SDM Name        | CODE  | District        | SDM |
|------|-----------------|-------|-----------------|-----|
| 28   | KHAMMANO        | PB-49 | Fatehgarh Sahib | SDM |
| 29   | AMLOH           | PB-48 | Fatehgarh Sahib | SDM |
| 30   | MOONAK          | PB-64 | Sangrur         | SDM |
| 31   | LEHRA           | PB-75 | Sangrur         | SDM |
| 32   | SUNAM           | PB-44 | Sangrur         | SDM |
| 33   | DIRBA           | PB-86 | Sangrur         | SDM |
| 34   | BHAWANIGARH     | PB-84 | Sangrur         | SDM |
| 35   | DHURI           | PB-59 | Sangrur         | SDM |
| 36   | MALARKOTLA      | PB-28 | Sangrur         | SDM |
| 37   | AHMEDGARH       | PB-82 | Sangrur         | SDM |
| 38   | MANDI           | PB-73 | Barnala         | SDM |
| 39   | BARNALA         | PB-19 | Barnala         | SDM |
| 40   | DINANAGAR       | PB-99 | Gurdaspur       | SDM |
| 41   | BATALA          | PB-18 | Gurdaspur       | SDM |
| 42   | Dera Baba Nanak | PB-58 | Gurdaspur       | SDM |
| 43   | KALANOUR        | PB-85 | Gurdaspur       | SDM |
| 44   | PATHANKOT       | PB-35 | Pathankot       | SDM |
| 45   | DHARKALA        | PB-68 | Pathankot       | SDM |
| 46   | ASR-1           | PB-89 | Amritsar        | SDM |
| 47   | AJNALA          | PB-14 | Amritsar        | SDM |
| 48   | BAKALA          | PB-17 | Amritsar        | SDM |
| 49   | MAJITHA         | PB-81 | Amritsar        | SDM |
| 50   | PATTI           | PB-38 | Tarantaran      | SDM |
| 51   | TARANTARAN      | PB-46 | Tarantaran      | SDM |
| 52   | BHIKHIWIND      | PB-88 | Tarantaran      | SDM |
| 53   | KHADOOR SAHAB   | PB-63 | Tarantaran      | SDM |
| 54   | KHANNA          | PB-26 | Ludhiana        | SDM |
| 55   | JAGRAON         | PB-25 | Ludhiana        | SDM |
| 56   | NORTH)          | PB-91 | Ludhiana        | SDM |
| 57   | PAYAL           | PB-55 | Ludhiana        | SDM |
| 58   | SAMRALA         | PB-43 | Ludhiana        | SDM |
| 59   | RAIKOT          | PB-56 | Ludhiana        | SDM |
| 60   | KHARAR          | PB-27 | Mohali          | SDM |
| 61   | DERABASSI       | PB-70 | Mohali          | SDM |
| 62   | MORINDA         | PB-87 | Ropar           | SDM |
| 63   | ROPAR           | PB-12 | Ropar           | SDM |
| 64   | ANANDPURSAHIB   | PB-16 | Ropar           | SDM |
| 65   | CHAMKAURSAHIB   | PB-71 | Ropar           | SDM |
| 66   | NANGAL          | PB-74 | Ropar           | SDM |
| 67   | PHILLIOUR       | PB-37 | Jalandhar       | SDM |
| 68   | SHAHKOT         | PB-67 | Jalandhar       | SDM |
| 69   | JALANDHAR 2     | PB-90 | Jalandhar       | SDM |
| 70   | NAKODAR         | PB-33 | Jalandhar       | SDM |
| 71   | PHAGWARA        | PB-36 | Kapurthala      | SDM |
| 72   | KAPURTHALA      | PB-09 | Kapurthala      | SDM |
| 73   | BHOLATH         | PB-57 | Kapurthala      | SDM |



| S.No | SDM Name    | CODE  | District     | SDM |
|------|-------------|-------|--------------|-----|
| 74   | LODHI       | PB-41 | Kapurthala   | SDM |
| 75   | DASUYA      | PB-21 | Hoshiarpur   | SDM |
| 76   | MUKERIAN    | PB-54 | Hoshiarpur   | SDM |
| 77   | GHARSHANKAR | PB-24 | Hoshiarpur   | SDM |
| 78   | BANGA       | PB-78 | Nawan shahar | SDM |
| 79   | NAWANSHAHR  | PB-32 | Nawan shahar | SDM |
| 80   | BALACHOR    | PB-20 | Nawan shahar | SDM |

### List of 32 Automated Driving Test Tracks

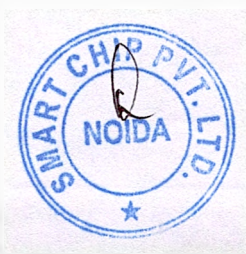
| List of 32 Automated Driving Test Tracks |                 |                                                 |
|------------------------------------------|-----------------|-------------------------------------------------|
| Sr. No                                   | Track Name      | Location                                        |
| 1                                        | Abohor          | New Grain Market                                |
| 2                                        | Amritsar        | Near Vijay Chowk, Gobindgarh fort near Lohgarh  |
| 3                                        | Barnala         | PRTC Workshop                                   |
| 4                                        | Batala          | Near Judicial Court complex                     |
| 5                                        | Bathinda        | Red Cross land near village Naruana             |
| 6                                        | Dasuya          | Village Khera kotli                             |
| 7                                        | Faridkot        | Horticulture Department land in Mini Sectt.     |
| 8                                        | Fatehgarh Sahib | Vill. Mahadian                                  |
| 9                                        | Fazilka         | Village Rampura near Dera Bassi                 |
| 10                                       | Ferozpur        | Old DM Roadways Office                          |
| 11                                       | Gurdaspur       | Near Fist Park of Village Kotli Nangal          |
| 12                                       | Hoshiarpur      | Provincial Govt Land on Tanda road              |
| 13                                       | Jagroan         | Punjab Roadways workshop                        |
| 14                                       | Jalandhar       | Punjab Roadways workshop, near bus Stand        |
| 15                                       | Kapurthala      | Revenue Department Land in Ajitnagar Kapurthala |

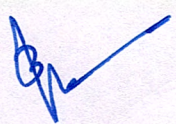


|    |                            |                                                |
|----|----------------------------|------------------------------------------------|
| 16 | Khanna                     | Vill. Bullepur                                 |
| 17 | Ludhiana I                 | SCD College                                    |
| 18 | Ludhiana II                | Sector 32, Ludhiana                            |
| 19 | Malerkotla                 | Vill. Tolewal                                  |
| 20 | Mansa                      | Vill. Malakpur Khiala                          |
| 21 | Moga                       | Vill. Singhawala                               |
| 22 | Pathankot                  | Punjab Roadways workshop Near Bus Stand        |
| 23 | Patiala                    | Nabha Road back side CE Public Health, Patiala |
| 24 | Patran                     | BPEO Office, Patran                            |
| 25 | Phagwara                   | Vill. Bir Puad                                 |
| 26 | Phillaur                   | Vill. Dosanjh Khurd                            |
| 27 | Ropar                      | Vill. Haveli Khurd                             |
| 28 | S.A.S Nagar (Mohali)       | Sector 82                                      |
| 29 | S.B.S Nagar (Nawan Shahar) | Bus Stand                                      |
| 30 | Sangrur                    | Zila Parishad land near ADC office             |
| 31 | Sri Muktsar Sahib          | Near Girls Sen. Sec. School, Bathinda Road.    |
| 32 | Tarn Taran                 | Roadways Workshop                              |

The offices including the STC, RTA and SDM offices have been collectively been referred as the Transport Department Offices in this RFP.

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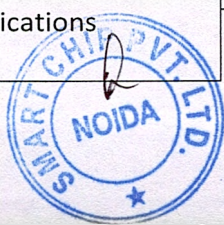
  
 State Transport Commissioner, Punjab,  
 Chandigarh Transport Deptt. Punjab

### 3. ANNEXURE B-Specification of the IT/ Non IT Infrastructure

| Item-1: Smart Card DL/RC              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Features                              | Required Minimum Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| SCOSTA Smart Card DL/RC Specification | <p>Specification of the Smart Card:<br/>Poly vinyl Chloride Card (PVC) SCOSTA CARD- Glossy surface, Poly vinyl Chloride Card (PVC) plastic construction, with overlay to allow color dye sublimation printing with 1 mil extra lamination in single pass.</p> <p>Size and other specifications as per MORTH latest notification on dated: 01-March-2019<br/>Available on : <a href="https://parivahan.gov.in">https://parivahan.gov.in</a></p> <p>A certificate to that effect would be required to be submitted by the vendor.</p> <p>Following security features shall be incorporated in the card:</p> <ul style="list-style-type: none"> <li>• Guilloche pattern</li> <li>• Micro-printed text</li> <li>• Micro line</li> <li>• Ultra Violet fluorescing color</li> <li>• Hologram below the top layer</li> </ul> <p>Operator would also be expected to upgrade his certifications as and when MoRTH specify upgraded versions for Smart card. The design of the Smart card will be approved by the State Transport Commissioner, Punjab. However, if in case during the project, the design of the Card is changed by the State Transport Commissioner, Punjab, as per the guideline of MORTH, the cost of re-designing shall have to be borne by the Vendor without charging any additional cost from the transport department/end user.</p> |



| Item-2 Dye Sublimation Printer              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Features                                    | Required Minimum Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Specification                               | <p>Print Process: Dye Sublimation.<br/> Resolution: 300 dpi.<br/> Print Speed approximately 30 seconds per side;<br/> Colors- up to 16.7 million colors by using YMCK+O/YMCKO/KO ribbon.<br/> Capable of edge to edge printing.<br/> Having card input hopper and in-build card cleaning system.<br/> Capable of printing and smart card electronic personalization in single pass.<br/> Smart Card encoder within the printer shall be Factory Standards for PC to Smart Card Reader interface, International Standards Organisation 7816 compliant, support, 3V chip card with T=0 and T=1 protocol.<br/> Note* Spare printer should be kept ready to avoid interruption of work.</p> |
| Item-3 Smart Card Reader                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Features                                    | Required Minimum Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| SCOSTA Smart Card Reader/Writer             | <p>Factory Standard for PC to Smart Card Reader interface, ISO 7816 compliant,<br/> support 3V chip card with T=0 and T=1 protocol,<br/> USB interface, external.<br/> Readers must have Factory Standard support for PC to Smart Card Reader interface drivers and OCF.</p>                                                                                                                                                                                                                                                                                                                                                                                                            |
| Item-4 Technical Specifications for Scanner |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Feature                                     | Required Minimum Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Device type                                 | ADF Scanner/ B&W                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Scan Resolution                             | 100 x100dpi / 150 x 150dpi / 200 x 200dpi / 240 x 240dpi / 300 x 300dpi / 400 x 400dpi / 600 x 600dpi / 1200 x 1200dpi / 2400 x2400dpi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Scanner Type                                | Desktop ADF (Automatic Document Feeder) / flatbed scanner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Scanning Modes                              | Black and white, Error diffusion, Advanced Text Enhancement, Advanced Text Enhancement II, 256-level gray, 24-bit color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Scanning Side                               | Simplex / Duplex                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Scanning speed                              | A4 / LTR, Portrait, 200dpi:<br>Black and White: 20ppm (simplex) / 36ipm (duplex)<br>Grayscale: 20ppm (simplex) / 36ipm (duplex)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Maximum Resolution                          | 2,400 dpi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Interface                                   | Hi-Speed USB 2.0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Scan size Sheet feed                        | A4, legal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Duty cycle                                  | 2500 Pages per day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Scanning Software                           | OCR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Item-5 Desktop Computer/PC                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Required Minimum Specifications             | Required Minimum Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                             | <p>Form factor : Small form factor or Desktop or Tower<br/> CPU : Intel Core i5 (6th Generation or latest , 3.7 GHz, 3 MB Cache ,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



2 cores )  
 Chipset : Intel/AMD processor or higher  
 RAM : 8 GB RAM DDR3-1333MHz memory scalable up to 32 GB  
 Hard disk: 250 GB SATA  
 Networking: Integrated Gigabit Ethernet Card with Management capabilities  
 Ports : 6 USB 2.0 or 3.0 ports (4 Rear, 2 Front)  
 Monitor Display: 18.5" LED monitor with 1280 x 1024 or greater display resolution, Optical mouse & Standard keyboard.  
 Bus Slots : 1 PCI Express x16 Gen2 / Gen 3  
 Industry Standard Compliance: ACPI 2.0b Compliant, PCI 2.2 Compliant, WOL Support, Microsoft® Logo certifications, PXE Support, USB 2.0 and 3.0 Compliant.  
 Operating System: Windows 10

#### Item-6 Electronic Signature PAD

| Features                                                           | Required Minimum Specifications                                            |
|--------------------------------------------------------------------|----------------------------------------------------------------------------|
| Display/Signature Window                                           | Resistive                                                                  |
| Resolution                                                         | 1000 LPI                                                                   |
| Interface to Host                                                  | USB                                                                        |
| Pen                                                                | Cordless                                                                   |
| Pen Signal                                                         | Electromagnetic                                                            |
| Pen Power                                                          | DC 1.5 V from one Standard pen size battery                                |
| Pen Battery Life                                                   | Min. 1500 hours of Continuous use                                          |
| Active Area                                                        | 3.5" * 1.5"                                                                |
| Formats Supported                                                  | Multiple formats as per Latest Standards                                   |
| Supported Development Tools                                        | X (VB), Java Beans for Signature Capture, Encryption & Verification        |
| SDK                                                                | Development tool should give facility to store image in Industry standards |
| Supported development tool for finger image capture & Verification | Active-X(VB), Java Beans                                                   |
| Sensor Area Size Minimum                                           | 200X280 Pixels                                                             |

#### Item-7 Web Camera with SDK

| Features          | Required Minimum Specifications          |
|-------------------|------------------------------------------|
| Resolution        | 644 bit Colour, Minimum 480 x 640 pixel  |
| Interface to Host | USB/Com Port with 3 mt. Cable            |
| Light Adjustments | Auto                                     |
| Frame Rate        | 30 fps@ QCIFC (176*144)                  |
| Software          | S/w for Picture capture & Net-meeting    |
| Image Sensor      | Image Sensor 1/4 " Progressive Scan CCD  |
| Formats Supported | Multiple formats as per Latest Standards |

#### Item-9 Ink Tank Printer- Monochrome

| Features              | Required Minimum Specifications                                                                  |
|-----------------------|--------------------------------------------------------------------------------------------------|
| Printer Speed         | Mono 16 PPM Support                                                                              |
| Print Direction:      | Bi-direction Printing                                                                            |
| Resolution            | 1200 x 1200 dpi                                                                                  |
| First Print Out Time  | Approx 9 Sec                                                                                     |
| Paper Capacity        | 250 Sheets                                                                                       |
| Compatible Paper Size | A4, Legal, B5, A5, LTR, Executive, Envelop C5/ Com10/ DL Monarch, Index Card, Letter Plain Paper |
| Connectivity          | 1 Hi-Speed USB 2.0                                                                               |

#### 4. ANNEXURE C- Installation and Maintenance of AC's and other infrastructure

|          |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.       | Furniture For Employees | <p>As per office requirements Volume of furniture shall be as per the quantity of the minimum hardware required for each site as per Annexure-I</p> <p>Chairs-Height adjustable High/Medium back Fabric upholstery chairs with till mechanism and single lock ergonomic with contoured &amp; padded seat &amp; backrest, backrest angle adjustment, hand rests, 360 degree swivel,</p> <p>Back Size: 22"H x 19"W</p> <p>Seat Size: 18"D x 20"W</p> |
| 2.       | Chairs for citizens     | 2 seater SS Grade Tandem ,Seating Chairs                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.<br>4. | AC<br>Safe/ Vault       | <p>The vendor should provide air conditioning facility to maintain the ambient atmosphere in the office.</p> <p>Thick Steel Safe having two lockers</p> <p>Fire resistant performance: As per IS 14562 for one hour rating</p> <p>Have adequate bolt work and locks that will resist forcible access and</p> <p>Adequate storage arrangements with separate locker chambers.</p>                                                                   |

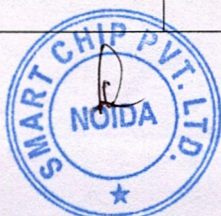


Note: Bidders must note that technical specifications list the expected minimum configuration of equipment's to be deployed; Bidders are required to suitably add on to the mentioned configuration based on scope of work and services to be delivered in order to meet the desired service levels. Comprehensive onsite maintenance and/or maintenance management of all hardware and software listed above shall be the responsibility of the selected Vendor. The brands of equipment used should be amongst the top five in their respective categories as per the rankings in the quarterly edition of latest IDC rankings for hardware.

## 5. ANNEXURE D- Detail of Consumables

1. All kinds of consumables like paper stationary, smart cards, cartridges for printers etc. for providing services and various office related activities are to be purchased and provisioned by the Operator. The requirement regarding type, size of stationery, type of printing for various purposes are described in detail below:

| S.No | Service                                                                               | Type of Stationery      | Material /Size | Printer/Printing Type |
|------|---------------------------------------------------------------------------------------|-------------------------|----------------|-----------------------|
| 1    | Learners License                                                                      | 120 GSM Thickness Paper | A4 Paper       | B/W Inktank Printer   |
| 2    | Permits                                                                               | 120 GSM Thickness Paper | A4 Paper       | B/W Inktank Printer   |
| 3    | Fee receipts for RC and driving licenses                                              | 120 GSM Thickness Paper | A4 Paper       | B/W Inktank Printer   |
| 4    | Printout of changes in data on the chip of smart card (like tax validity information) | 120 GSM Thickness Paper | A4 Paper       | B/W Inktank Printer   |
| 5    | Generation of ledger for Transport office records                                     | 120 GSM Thickness Paper | A4 Paper       | B/W Inktank Printer   |
| 6    | Issue of NOC. hypothecation fees etc,                                                 | 120 GSM Thickness Paper | A4 Paper       | B/W Inktank Printer   |



|   |                           |                     |                   |                                                                                 |
|---|---------------------------|---------------------|-------------------|---------------------------------------------------------------------------------|
| 7 | Registration Certificates | (SCOSTA) Smart Card | SCOSTA SMART CARD | Smart Card Personalization & Dye Sublimation as per Specification in Annexure B |
| 8 | Driving License           | (SCOSTA) Smart Card | SCOSTA SMART CARD | Smart Card Personalization & Dye Sublimation as per Specification in Annexure B |

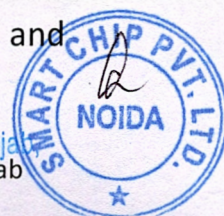
## 6. ANNEXURE E- Management Information System Reports

Following is an indicative list of major reports to be printed in coordination with NIC as and when required for Transport Department. Please note that STC Office may require these reports per SDM /RTA office as well as on the state wide basis on weekends/ holidays also.

| S.No. | MIS Reports                                                                |
|-------|----------------------------------------------------------------------------|
| 1     | Licenses Printed (Learner & Permanent, Date Wise) Category wise Separately |
| 2     | Printed International Licenses                                             |
| 3     | Printed RC date wise, month wise, separately                               |
| 4     | Dispatch Report of Smart Card DL/RC for delivery                           |
| 5     | Pendency Report of approved application (All Services)                     |
| 6     | SLA Non- Compliance Report                                                 |
| 7     | NMS Downtime/Uptime Report                                                 |
| 8     | Data Backup Schedule with Validation of Data                               |
| 9     | Any Desired Report by the Department                                       |

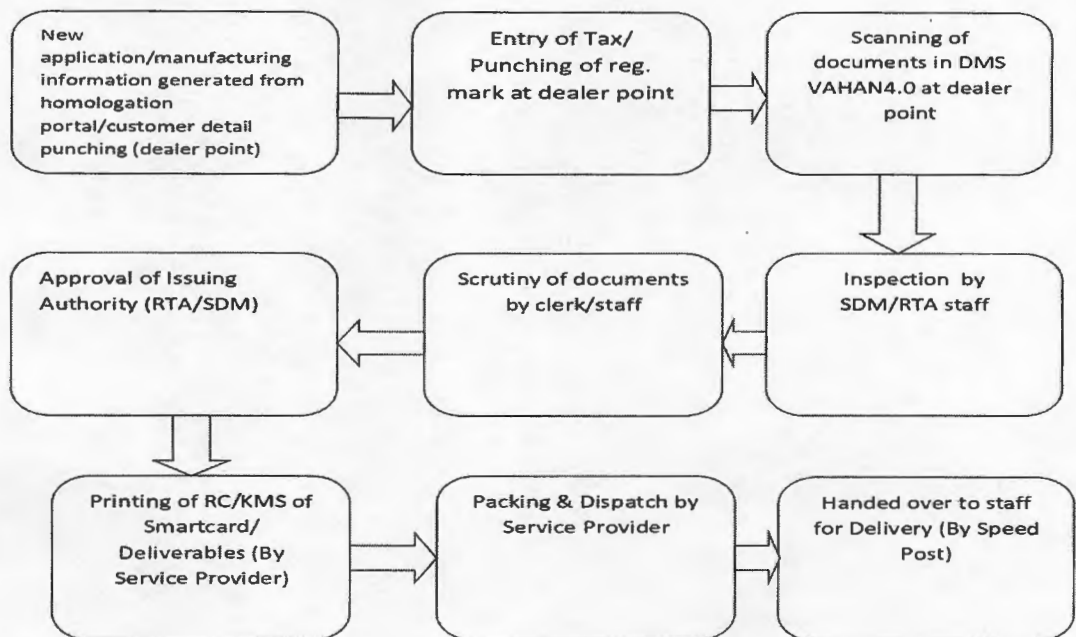
The above table gives an indicative list of reports while there can be more reports to be generated by the Operator as per the requirements of the Transport Department.

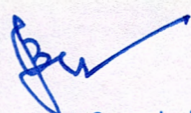
Besides the above, the Operator would submit daily lists of the documents handed over and taken over from the Transport Department at the end of the day, this can be tallied with the record in the software. The Operator would also give a list of the documents issued to/received from the citizens. Besides there would be weekly check on the important issues such as hardware and software infrastructure and service delivery related issues, the issues would be captured and highlighted by the Transport Department.



## 7. ANNEXURE F (Work Flow non-commercial RC)

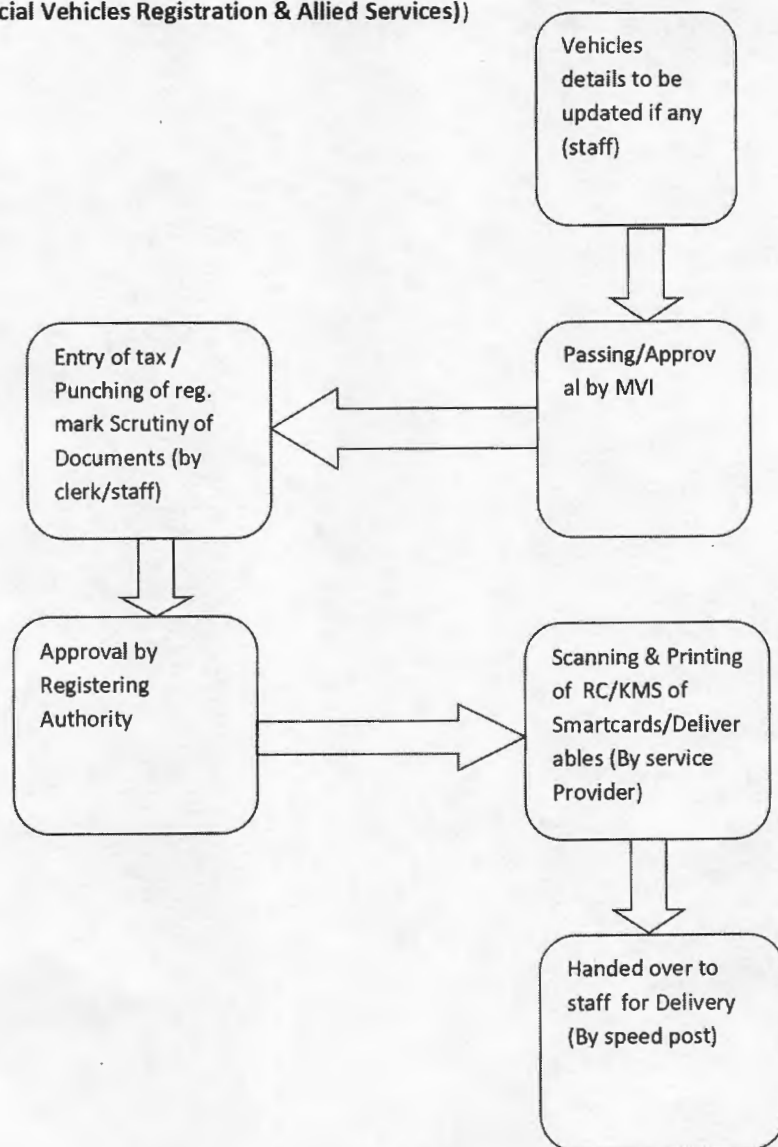
### Process Flow For Non-Commercial Vehicle Registration



  
 State Transport Commissioner, Punjab,  
 Chandigarh  
 Transport Deptt. Punjab

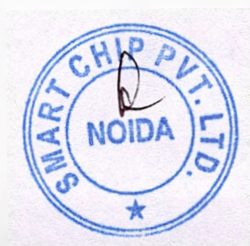
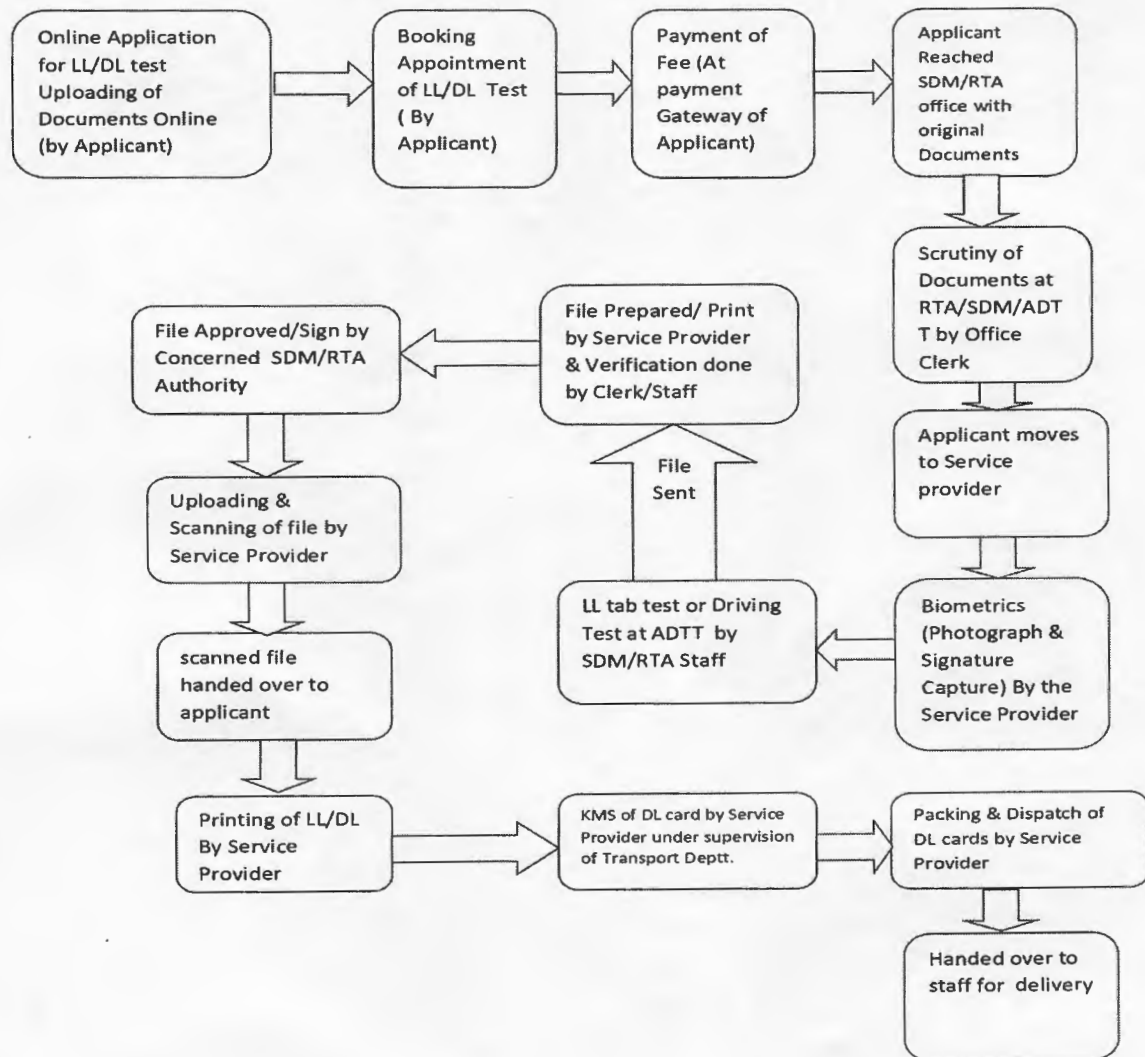
## Work Flow of Registration of Commercial Vehicles and Allied matters

(Non-Commercial Vehicles Registration & Allied Services)



## 8. ANNEXURE G- Work Flow of driving license and Related Service

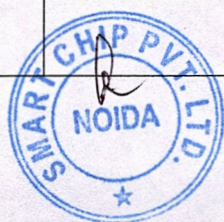
### Process Flow For Driving License



*[Signature]*  
State Transport Commissioner, Punjab,  
Chandigarh

9. ANNEXURE H- Information about Non-IT infrastructure available in RTAs and SDMs

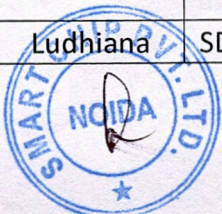
| IT and Non IT Infrastructure report |           |                     |                      |           |    |          |                                                   |
|-------------------------------------|-----------|---------------------|----------------------|-----------|----|----------|---------------------------------------------------|
| Sr. no                              | RTA Name  | District Name       | SDM Name             | Generator | AC | Invertor | Internet connectivity with Minimum Speed 2-4 Mbps |
| 1                                   | Bathinda  | Bathinda            | SDM Rampura          | 0         | 0  | 1        | Pawan                                             |
|                                     |           |                     | RTA Bathinda         | 1         | 1  | 1        | Pawan                                             |
|                                     |           |                     | SDM Talwandi         | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | SDM Maur             | 0         | 0  | 0        | -                                                 |
|                                     |           | Mansa               | SDM Sardulgarh       | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | SDM Mansa            | 1         | 0  | 1        | Pawan                                             |
|                                     |           |                     | SDM Budhladha        | 0         | 0  | 0        | -                                                 |
| 2                                   | Faridkot  | Faridkot            | SDM Kotkapura        | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | RTA Faridkot         | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                     | SDM Jaitu            | 0         | 1  | 0        | Pawan                                             |
|                                     |           | Shri Muktsar Shahib | SDM Malout           | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | SDM Shri Muktsar     | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                     | SDM Gidderbaha       | 0         | 0  | 0        | Pawan                                             |
|                                     |           | Moga                | SDM Nihal Singh Wala | 0         | 0  | 0        | -                                                 |
|                                     |           |                     | SDM Moga             | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                     | SDM Bagha purana     | 0         | 0  | 0        | -                                                 |
|                                     |           |                     | SDM Dharamkot        | 0         | 0  | 0        | -                                                 |
| 3                                   | Ferozepur | Ferozepur           | SDM Zira             | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | RTA Ferozpur         | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                     | SDM Guruharsahai     | 0         | 0  | 0        | -                                                 |
|                                     |           | Fazilka             | SDM Jalalabad        | 0         | 0  | 0        | pawan                                             |
|                                     |           |                     | SDM Fazilka          | 0         | 1  | 0        | -                                                 |
|                                     |           |                     | SDM Abohar           | 0         | 3  | 0        | Pawan                                             |
| 4                                   | Patiala   | Patiala             | SDM Samana           | 0         | 0  | 0        | -                                                 |
|                                     |           |                     | RTA Patiala          | 1         | 3  | 0        | Pawan                                             |
|                                     |           |                     | SDM Dudhnsadhan      | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | SDM Patran           | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                     | SDM Nabha            | 0         | 0  | 0        | Pawan                                             |



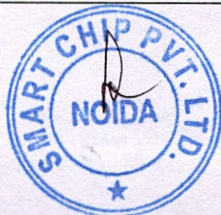
State Transport Commissioner, Punjab,  
Chandigarh

Transport Deptt. Punjab

| IT and Non IT Infrastructure report |           |                 |                     |           |    |          |                                                   |
|-------------------------------------|-----------|-----------------|---------------------|-----------|----|----------|---------------------------------------------------|
| Sr. no                              | RTA Name  | District Name   | SDM Name            | Generator | AC | Invertor | Internet connectivity with Minimum Speed 2-4 Mbps |
| 5                                   | Sangrur   | Fatehgarh Sahib | SDM Rajpura         | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Bassi pathana   | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Fategarhsahib   | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                 | SDM Khammano        | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Amloh           | 0         | 0  | 0        | Pawan                                             |
|                                     |           | Sangrur         | SDM Moonak          | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | RTA Sangrur         | 1         | 2  | 0        | Pawan                                             |
|                                     |           |                 | SDM Lehra           | 0         | 0  | 0        | -                                                 |
|                                     |           |                 | SDM Sunam           | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Dirba           | 0         | 0  | 0        | -                                                 |
| 6                                   | Gurdaspur | Barnala         | SDM bhawanigarh     | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Dhuri           | 0         | 0  | 0        | -                                                 |
|                                     |           |                 | SDM Malarkotla      | 1         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Ahmedgarh       | 0         | 0  | 0        | -                                                 |
|                                     |           |                 | SDM Tappa Mandi     | 0         | 0  | 0        | Pawan                                             |
|                                     |           | Gurdaspur       | SDM Barnala         | 1         | 2  | 0        | Pawan                                             |
|                                     |           |                 | SDM Batala          | 0         | 2  | 0        | Pawan                                             |
|                                     |           |                 | RTA Gurdaspur       | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                 | SDM Dera baba nanak | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Kalanour        | 0         | 0  | 0        | -                                                 |
| 7                                   | Amritsar  | Pathankot       | SDM Pathankot       | 1         | 2  | 0        | Pawan                                             |
|                                     |           |                 | SDM Dharkala        | 0         | 0  | 0        | -                                                 |
|                                     |           | Amritsar        | SDM Asr-1           | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | RTA Amritsar        | 2         | 2  | 0        | Pawan                                             |
|                                     |           |                 | SDM Ajnala          | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Baba Bakala     | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Majitha         | 0         | 0  | 0        | Pawan                                             |
|                                     |           | Tarantaran      | SDM Patti           | 0         | 0  | 0        | Pawan                                             |
|                                     |           |                 | SDM Tarantaran      | 1         | 1  | 0        | Pawan                                             |
|                                     |           |                 | SDM Bhikhiwind      | 0         | 0  | 0        | -                                                 |
|                                     |           |                 | SDM Khadur sahab    | 0         | 0  | 0        | Pawan                                             |
| 8                                   | Ludhiana  | Ludhiana        | SDM Khanna          | 0         | 0  | 0        | Pawan                                             |



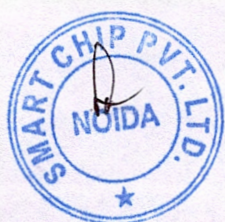
| IT and Non IT Infrastructure report |            |               |                                          |           |    |          |                                                   |
|-------------------------------------|------------|---------------|------------------------------------------|-----------|----|----------|---------------------------------------------------|
| Sr. no                              | RTA Name   | District Name | SDM Name                                 | Generator | AC | Invertor | Internet connectivity with Minimum Speed 2-4 Mbps |
|                                     |            |               | RTA Ludhiana                             | 2         | 4  | 0        | Pawan                                             |
|                                     |            |               | SDM Jagraon                              | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Ludhiana East (Govt College+ Sec 32) | 1         | 2  | 0        | Pawan                                             |
|                                     |            |               | SDM Payal                                | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Samrala                              | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Raikot                               | 0         | 0  | 0        | Pawan                                             |
| 9                                   | Mohali     | Mohali        | SDM Kharar                               | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | RTA Mohali                               | 1         | 1  | 0        | Pawan                                             |
|                                     |            |               | SDM Derabassi                            | 0         | 0  | 0        | Pawan                                             |
|                                     |            | Ropar         | SDM Morinda                              | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Ropar                                | 1         | 3  | 0        | Pawan                                             |
|                                     |            |               | SDM Sri Anandpur Sahib                   | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Sri Chamkaur Sahib                   | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Nangal                               | 0         | 0  | 0        | -                                                 |
| 10                                  | Jalandhar  | Jalandhar     | SDM Philliour                            | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Shahkot                              | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Jalandhar 2                          | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | RTA Jalandhar                            | 1         | 3  | 0        | Pawan                                             |
|                                     |            |               | SDM Nakodar                              | 0         | 0  | 0        | Pawan                                             |
|                                     |            | Kapurthala    | SDM Phagwara                             | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Kapurthala                           | 1         | 1  | 0        | Pawan                                             |
|                                     |            |               | SDM Bholath                              | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Sultanpur Lodhi                      | 0         | 0  | 0        | Pawan                                             |
| 11                                  | Hoshiarpur | Hoshiarpur    | RTA Hoshiarpur                           | 1         | 1  | 1        | Pawan                                             |
|                                     |            |               | SDM Dasuya                               | 0         | 0  | 1        | Pawan                                             |
|                                     |            |               | SDM Mukerian                             | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Gharshankar                          | 0         | 0  | 0        | Pawan                                             |
|                                     |            | Nawan shahar  | SDM Banga                                | 0         | 0  | 0        | Pawan                                             |
|                                     |            |               | SDM Nawanshahr                           | 1         | 2  | 1        | Pawan                                             |
|                                     |            |               | SDM Balachor                             | 0         | 0  | 0        | Pawan                                             |
|                                     | Total      |               |                                          | 25        | 43 | 6        |                                                   |



# 10. ANNEXURE I- Minimum Bill of Material

## BOM DETAILS

| BoM "Minimum Bill Of Material" For IT Hardware at All Locations |                            |                   |         |         |        |               |                 |                                                                                                                           |
|-----------------------------------------------------------------|----------------------------|-------------------|---------|---------|--------|---------------|-----------------|---------------------------------------------------------------------------------------------------------------------------|
| Sr. NO                                                          | Range of DL/RC (Per Month) | Total No Location | Desktop | Scanner | Webcam | Signature pad | Inktank Printer | Dye Sublimation                                                                                                           |
| 1                                                               | 0-250                      | 29                | 58      | 58      | 58     | 58            | 58              | " Dye Sublimation Printers at CCPC (Centralized Card Personalization Centre) to be installed as per capacity / work load" |
| 2                                                               | 251-500                    | 22                | 66      | 44      | 44     | 44            | 44              |                                                                                                                           |
| 3                                                               | 501-1000                   | 21                | 84      | 42      | 42     | 42            | 42              |                                                                                                                           |
| 4                                                               | 1001-2000                  | 7                 | 35      | 21      | 14     | 14            | 14              |                                                                                                                           |
| 5                                                               | 2001-3000                  | 2                 | 12      | 6       | 6      | 6             | 4               |                                                                                                                           |
| 6                                                               | 3001-4000                  | 5                 | 40      | 20      | 20     | 20            | 15              |                                                                                                                           |
| 7                                                               | 4001-5000                  | 1                 | 9       | 4       | 4      | 4             | 3               |                                                                                                                           |
| 8                                                               | 5001-6000                  | 1                 | 10      | 4       | 4      | 4             | 3               |                                                                                                                           |
| 9                                                               | 6001-7000                  | 2                 | 24      | 8       | 8      | 8             | 6               |                                                                                                                           |
| 10                                                              | 7001-8000                  | 0                 | 0       | 0       | 0      | 0             | 0               |                                                                                                                           |
| 11                                                              | 8001-9000                  | 1                 | 16      | 4       | 4      | 4             | 3               |                                                                                                                           |
| Total Count                                                     |                            | 91                | 354     | 211     | 204    | 204           | 192             |                                                                                                                           |



State Transport Commissioner, Punjab,  
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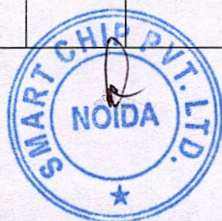
## OFFICE DLRC Prints/Month DETAIL:-

| Count              | 29    | 22      | 21       | 7         | 2         | 5         | 1         | 1         | 2         | 0         | 1         |
|--------------------|-------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| OFFICE             | 0-250 | 251-500 | 501-1000 | 1001-2000 | 2001-3000 | 3001-4000 | 4001-5000 | 5001-6000 | 6001-7000 | 7001-8000 | 8001-9000 |
| Amritsar RTA       |       |         |          |           |           |           |           |           | 1         |           |           |
| Bathinda RTA       |       |         |          |           |           | 1         |           |           |           |           |           |
| Faridkot RTA       |       |         |          |           | 1         |           |           |           |           |           |           |
| Ferozpur RTA       |       |         |          | 1         |           |           |           |           |           |           |           |
| Gurdaspur RTA      |       |         |          |           |           | 1         |           |           |           |           |           |
| Hoshiarpur RTA     |       |         |          |           |           | 1         |           |           |           |           |           |
| Jalandhar RTA      |       |         |          |           |           |           |           |           |           |           | 1         |
| Kapurthala SDM     |       |         |          | 1         |           |           |           |           |           |           |           |
| Ludhiana RTA       |       |         |          |           |           |           |           | 1         |           |           |           |
| Patiala RTA        |       |         |          |           |           |           | 1         |           |           |           |           |
| Ropar SDM          |       |         | 1        |           |           |           |           |           |           |           |           |
| Sangrur RTA        |       |         |          |           |           | 1         |           |           |           |           |           |
| Ajnala SDM         |       | 1       |          |           |           |           |           |           |           |           |           |
| Abohar SDM         |       |         | 1        |           |           |           |           |           |           |           |           |
| Anandpur Sahib SDM |       |         | 1        |           |           |           |           |           |           |           |           |
| Baba Bakala SDM    | 1     |         |          |           |           |           |           |           |           |           |           |
| Batala SDM         |       |         |          | 1         |           |           |           |           |           |           |           |
| Barnala SDM        |       |         |          | 1         |           |           |           |           |           |           |           |
| Balachaur SDM      |       | 1       |          |           |           |           |           |           |           |           |           |
| Dasuya SDM         |       |         | 1        |           |           |           |           |           |           |           |           |
| Fazilka            |       |         | 1        |           |           |           |           |           |           |           |           |

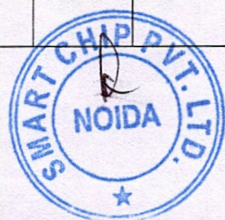




|                              |   |   |   |   |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|--|--|--|--|--|--|--|--|
| SDM                          |   |   |   |   |  |  |  |  |  |  |  |  |
| Talwand<br>i Sabo<br>SDM     |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Tarn<br>Taran<br>SDM         |   |   |   | 1 |  |  |  |  |  |  |  |  |
| Zira<br>SDM                  |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Amloh<br>SDM                 |   |   | 1 |   |  |  |  |  |  |  |  |  |
| Khaman<br>o SDM              | 1 |   |   |   |  |  |  |  |  |  |  |  |
| Budhlad<br>a SDM             |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Sardulga<br>rh SDM           |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Bassi<br>Pathana<br>SDM      | 1 |   |   |   |  |  |  |  |  |  |  |  |
| Malout<br>SDM                |   |   | 1 |   |  |  |  |  |  |  |  |  |
| Mukeria<br>n SDM             |   |   | 1 |   |  |  |  |  |  |  |  |  |
| Payal<br>SDM                 |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Raikot<br>SDM                |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Bholath<br>SDM               | 1 |   |   |   |  |  |  |  |  |  |  |  |
| Dera<br>Baba<br>Nanak<br>SDM | 1 |   |   |   |  |  |  |  |  |  |  |  |
| Dhuri<br>SDM                 | 1 |   |   |   |  |  |  |  |  |  |  |  |
| Giddarb<br>aha<br>SDM        |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Jalalaba<br>d SDM            |   |   | 1 |   |  |  |  |  |  |  |  |  |
| Jaito<br>SDM                 |   | 1 |   |   |  |  |  |  |  |  |  |  |
| Khadur<br>Sahib<br>SDM       | 1 |   |   |   |  |  |  |  |  |  |  |  |
| Moonak<br>SDM                | 1 |   |   |   |  |  |  |  |  |  |  |  |

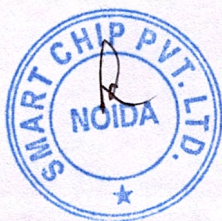


|                                             |   |   |  |   |   |  |  |  |  |  |  |  |
|---------------------------------------------|---|---|--|---|---|--|--|--|--|--|--|--|
| Sahibza<br>da Ajit<br>Singh<br>Nagar<br>RTA |   |   |  |   | 1 |  |  |  |  |  |  |  |
| Nihal<br>Singh<br>Wala<br>SDM               | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Shahkot<br>SDM                              |   | 1 |  |   |   |  |  |  |  |  |  |  |
| Dhar<br>Kalan<br>SDM                        | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Bagha<br>Purana<br>SDM                      |   | 1 |  |   |   |  |  |  |  |  |  |  |
| Dera<br>Bassi<br>SDM                        |   |   |  | 1 |   |  |  |  |  |  |  |  |
| Chamka<br>ur Sahib<br>SDM                   | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Patran<br>SDM                               |   | 1 |  |   |   |  |  |  |  |  |  |  |
| Tapa<br>SDM                                 | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Nangal<br>SDM                               |   | 1 |  |   |   |  |  |  |  |  |  |  |
| Lehraga<br>ga SDM                           | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Dharam<br>kot SDM                           |   | 1 |  |   |   |  |  |  |  |  |  |  |
| Guru<br>Har<br>Sahai<br>SDM                 | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Banga<br>SDM                                |   | 1 |  |   |   |  |  |  |  |  |  |  |
| Kotkapu<br>ra SDM                           | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Maur<br>Mandi<br>SDM                        | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Majitha<br>SDM                              | 1 |   |  |   |   |  |  |  |  |  |  |  |
| Ahmedg<br>arh SDM                           | 1 |   |  |   |   |  |  |  |  |  |  |  |



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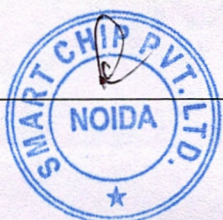
|                   |   |   |  |  |  |  |  |  |   |  |  |
|-------------------|---|---|--|--|--|--|--|--|---|--|--|
| Dudhan Sadhan SDM | 1 |   |  |  |  |  |  |  |   |  |  |
| Bhawng arh SDM    | 1 |   |  |  |  |  |  |  |   |  |  |
| Kalanau r SDM     | 1 |   |  |  |  |  |  |  |   |  |  |
| Dirba SDM         | 1 |   |  |  |  |  |  |  |   |  |  |
| Morinda SDM       | 1 |   |  |  |  |  |  |  |   |  |  |
| Amritsar -2 SDM   | 1 |   |  |  |  |  |  |  |   |  |  |
| Ludhiana East SDM |   |   |  |  |  |  |  |  | 1 |  |  |
| Punjab STA        |   | 1 |  |  |  |  |  |  |   |  |  |
| Bhikiwind SDM     | 1 |   |  |  |  |  |  |  |   |  |  |
| Dinanagar SDM     | 1 |   |  |  |  |  |  |  |   |  |  |



State Transport Commissioner, Punjab,  
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## 11. ANNEXURE J- Qualification Criteria

| Sr. No | Designation         | Qualification/Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Data Entry Operator | <p>I. Graduate from recognized University/Institute as per guidelines from U.G.C</p> <p>II. Passed 10th or Matriculation with Punjabi as one of the subject.</p> <p>III. Possesses at least one hundred and twenty hours course with hands on experience in the use of personal computer on information technology in office productivity application or Desktop publishing application from Govt. recognized institution or a reputed Institution, which is ISO 9001 certified</p> <p>OR</p> <p>Possesses a computer Information technology course equivalent to O level certificate or Department of Electronics Accreditation of computer course (DOEACC) of Govt of India.</p> <p>IV. Typing speed of 30 WPM in English &amp; Punjabi both</p> |
| 2.     | Cluster Head        | <p>Graduate or above from IT field with four year of experience as team leader, working knowledge in excel, MIS reports.</p> <p>Punjabi/English Typing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3      | Project Manager     | <p>B.tech (CSE)/MCA and MBA with 5 year experience in handling project of data management and supervision of Team of Experts command over Data filtering, Data Analysis, Data variation and report making &amp; presentation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

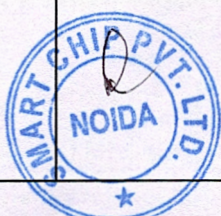


## SCHEDULE II

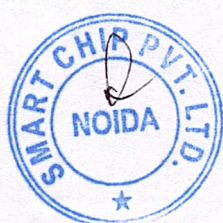
### SERVICE LEVEL AGREEMENT

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.

| Sr. no | Service Parameter                                                                   | Service Level                                | Measurement Metrics                                                                                                                                                                                                                                                                                                                        | Slab/Period                                                        | Liquidated Damages                                                                                        | Example                                                                                                                                                                                                                                       |
|--------|-------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1(i)   | Time taken to print & dispatch DL, RC and print of LL, Permit or any other document | Within 3 working<br>Day (excluding Holidays) | <p>Software to monitor the time taken between receipt of application (Service Level Agreement SLA Monitoring Tool) to be developed by the Operator.</p> <p>Formula:<br/>T1= Date of Approval by Licensing &amp; Registering Authority.<br/>T2= Date of Deliverable of the Printed License/RC.</p> <p>Delay Time (DT) = (T2-T1)-3) Days</p> | <p>Slab 1: If DT &lt;= 4 days</p> <p>Slab 2: If DT &gt; 4 Days</p> | <p>Slab 1: 10% of the Rate of that particular service for each day of delay</p> <p>Slab 2: No payment</p> | <p>Rate for that Particular Service</p> <p>Let Rate of DL = 50 and DT is 1 day,</p> <p>Damages Calculation:<br/>= (10/100) * 50<br/>INR 5 Per Transaction</p> <p>In case DT is 3 days, then<br/>(30/100) * 50= 15<br/>INR per Transaction</p> |
| 1(ii)  |                                                                                     |                                              | <p>T1= Date of Printing of card<br/>T2= Date of dispatch of the Printed card.<br/>Delay Time (DT) = (T2-T1)-3) Days</p>                                                                                                                                                                                                                    | <p>Slab 1: If DT &lt;= 4 days<br/>-Slab 2: If DT &gt; 4 days</p>   | <p>Slab 1: - 10% of the Rate of that particular service for each day of delay<br/>Slab2--No payment</p>   |                                                                                                                                                                                                                                               |
|        |                                                                                     |                                              |                                                                                                                                                                                                                                                                                                                                            |                                                                    |                                                                                                           |                                                                                                                                                                                                                                               |

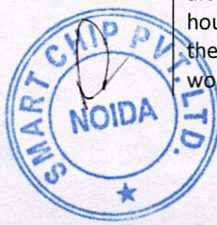


|   |                                                                                                                                  |                                                            |                                             |                                                                              |                                                     |  |
|---|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------|--|
| 2 | Development/customization of software applications like Service Level Monitoring Tool, Network Management System, IT Cell & ADTT | Completion including acceptance testing should be finished | Total number of months taken for completion | <b>Slab1:</b> Within 4 months from the Agreement signing date                | <b>Slab 1:</b> NIL                                  |  |
|   | Results Application, Printing Application (                                                                                      | within five months of the Agreement signing date           |                                             | <b>Slab2:</b> After 4th but before 6th month from the Agreement signing date | <b>Slab 2:</b> 50,000 for Each Software Application |  |
|   | Excluding Vahan & Sarathi which will be provided by NIC)                                                                         |                                                            |                                             | <b>Slab3:</b> Completion after 6th month to 8 months                         | <b>Slab3:</b> 1,50,000 for each software            |  |

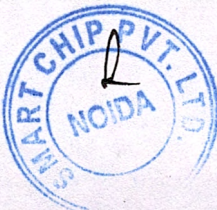


State Transport Commissioner, Punjab,  
Chandigarh

|    |                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                  | from the Agreement signing date | application                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                  | Slab 4: Beyond 8 Months         | Slab 4: Termination of the Agreement                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3. | Downtime of service availability to the front end counters, IT Cell Team (established by operator) and Department of Transport in terms of the availability of applications and databases developed by the Operator. | Downtime of Service availability should not be more than 4 hour per month at each site. Service Provider shall develop/deploy a monitoring tool for calculating downtime. However, downtime due to NIC online application shall not be considered for the delay of Service Provider services. | Downtime will be monitored, by the staff of department and department shall record the non availability of application and database related services in a month during the office hours each office Software to monitor the downtime has to be developed by the SERVICE PROVIDER |                                 | Out of one month, maximum 4 Hours downtime is in tolerance, Anything above this, Would result in panelizing operator as per the following formula: $\{(Down\ time\ in\ Hours\ minus\ 4\ hrs)/(Total\ Number\ of\ working\ hours\ in\ That\ month)\}$ of (Total Billing of Service Provider for that month of that site) | Let the downtime in hours in Month of May 2018 be = 6 hrs<br>Let the total number of working days in May 2018 be = 22 (22*8= 176 hrs)<br>Let Monthly Billing be= 500000<br>Now the tolerance limit is = 4 hrs<br>Hours to be penalized for May 2018 shall be = 6-4= 2 hrs<br>Now Calculation of damages for downtime will be done = $(2/176) * (Total\ Billed\ Cost\ for\ the\ month\ of\ May\ 2018)$<br>= $(2/176)* (500000)$ |
|    |                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                  |                                 |                                                                                                                                                                                                                                                                                                                         | 5681.81                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4  | Data back up and uploading (Scanning Data,                                                                                                                                                                           | Daily back up and uploading to the state application to be hosted at state data centre /IT cell after the office hours before the next working day.                                                                                                                                           | Instances of backup and data upload not done by next working day on a per month basis                                                                                                                                                                                            |                                 | Defaults refer to the instances of failures in activities Like Scanning of Data, Uploading of ADTT Test Results and MIS reports on the State                                                                                                                                                                            | Let there be 3 Sites defaulting thrice for 5 days damages will be = $3*3000*5/30$<br>= 1500                                                                                                                                                                                                                                                                                                                                    |



|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                       |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                | application / IT Cell, Uploading of Video graphy. Such instances shall be monitored through the SLA and NMS tool to be developed by the Service Provider                                                                                                                                                                                                                                                                                                                                           |                                                                                                                       |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                | <b>Slab1:</b> number of default less than or equal to 3 times per location per month                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Slab1:</b> Rs 4000 per location per month                                                                          |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                | <b>Slab2:</b> number of default more than 3 per location per month                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Slab2:</b> Rs 6000 per location per month                                                                          |
| 5 | <p>Security and incident Management SLA</p> <p>Explanation: These SLAs would be calculated for each of the following types of incidences:</p> <ul style="list-style-type: none"> <li>• Virus Attack<br/>Any virus infection and passing of malicious code shall be monitored at all levels and also user complains of virus infection shall be logged and collated every quarter.</li> <li>• Denial of Service Attack<br/>Non availability of any services shall be analyzed and forensic evidence shall be examined to check whether it was due to external DoS attack.</li> <li>• Intrusion<br/>Compromise of any kind of data hosted by DC</li> <li>• SPAM statistics on</li> </ul> | No Software/Virus/ IT Fatal attacks | SLA/ NMS Tools | <p><b>Slab 1 :</b>For every Virus attack reported and not resolved within 36 hours from the time of patch or virus removal tool/process is available:</p> <p><b>Slab 2 :</b> For every incidence of Denial of service attack</p> <p><b>Slab 3 :</b> For every incidence of Data Theft Further DCO is subject to damages and /or punishment applicable under the IT act or any other prevailing laws of the State/Country at that point in time, which shall be over and above the said damages</p> | <p><b>Slab 1 :</b><br/>Rs.50,000/-</p> <p><b>Slab 2 :</b><br/>Rs.50,000/-</p> <p><b>Slab 3:</b><br/>Rs1,00,000 /-</p> |



|    |                                                                                                                            |                                                                            |                                                 |                                                                                             |                                                                                                                           |     |
|----|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----|
|    | monthly basis shall be monitored through reports generated by Anti SPAM software.                                          |                                                                            |                                                 |                                                                                             |                                                                                                                           |     |
|    |                                                                                                                            |                                                                            |                                                 | Slab 4 : Per Intrusion                                                                      | Slab 4 :<br>Rs.1,00,000<br>/-                                                                                             |     |
| 6. | Quality of Printing of deliverables i.e. Smart cards, LL, Permits, IDP and any other service on smart card or paper print. | 100% visibility, no lines/scratch or miss print.                           | Observation/scrutiny made by issuing authority. | Reprint at no cost to the applicant and this cost shall be borne by the service provider    | Clear reprint of the deliverable to the provided up to the satisfaction level of issuing authority.                       | N/A |
| 7  | Takeover of 90 percent locations by service Provider                                                                       | Completion of 90 percent location in all respect specified in the document | Report from the concerned authority             | Slab 1: If delay 1 to 15days<br>Slab 2: Up to 30 Days<br>Slab 3: On 31st day and thereafter | Slab1: 500000/-<br>Slab 2: 1000000/-<br>Slab 3: Termination of the Agreement upon expiry of 30 days i.e 31st day onwards. |     |

**Note: If repeated penalties for delay are imposed for delay in at services Sr. No. 1, three times in a row or period of service clause in SLAs mentioned is exhausted, then termination Clause 4.8 can be invoked.**

**Scope of the Agreement**



*[Signature]*  
State Transport Commissioner, Punjab,  
Chandigarh

This SLA encompasses the outsourcing portion for the "Implementation of e-governance in Transport Department Punjab" between the parties. The purpose of this SLA is to:

- 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 SLA;

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

Client, Operator, Agreement Owners

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

|          | Title .....        | Email..... |
|----------|--------------------|------------|
| Client   | Department of      |            |
| Name     | Transport, Punjab  |            |
|          | State Transport    |            |
|          | Commissioner       |            |
| Operator | Smart Chip Private |            |
| Name     | Limited            |            |
|          | Mr. Amarpal Singh, |            |
|          | Head - Project     |            |
|          | Operations         |            |

### Contact details of authorized people

#### Contact List

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 -----.

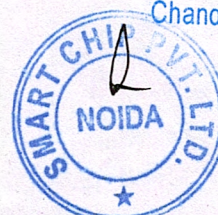
This phone number is monitored 24 hours per day, 7 days per week.

Name..... Title..... Telephone.....

Client

Operator: Smart Chip Private Limited

Name: Mr. Amarpal Singh, Head – Project Operations



State Transport Commissioner, Punjab  
Chandigarh

ADTT /SDM Office/Secretary RTA Office/STC Office

## Details of single point of contact

### Principal Contacts

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: Name ..... Designation ..... Phone .....

Operator principal contact: Name: Mr. Amarpal Singh Designation: Head – Project Operations Phone: +91 9872835804

### Commencement and Duration of this SLA

This SLA shall commence from the takeover of Project and shall unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date which shall be five years from the date of takeover of Project.

### Scope of Services

#### Project Performance Standards

The Operator service will be available to offices of Department of Transport (ADTT Office/SDM Office/Secretary RTA Office/STC Office) on all working days during business hours and to the citizens on all working days from 1000hrs to 1400 hrs.

However, the Operator shall be required to work on the holidays or after office hours in case there is a special task assigned to the Operator by the Client or its representatives in order to prepare reports etc. or any other task to be accomplished by the Client.

In addition to the aforementioned service availability, the 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 SLA.

#### 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)
- Response time should be minimum on Holidays when there is some special task assigned by the Client.



  
State Transport Commissioner, Punjab,  
Transport Deptt. Punjab,  
Chandigarh

## Services provided to the client by operator

This SLA focuses on the service levels expected from the Operator for this Project of the Client in the State of Punjab covering the scope of work as detailed in RFP Volume 1, Volume 2 and the Agreement. The scope of the Operator should be to focus on successful completion of the Project.

## Interpretation

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 Client State Transport Commissioner, Punjab  
Chandigarh

Signature [Signature]

Name DA AMARPAL SINGH  
IAS

Designation STC (Pb)

Date 15-9-2020.

For Operator

Signature [Signature]

Name Sanada Prasanna Tripathy

Designation AGM - Sales

Date \_\_\_\_\_

In PRESENCE OF:

WITNESSES 1

Signature [Signature]

Name AMAR PAL SINGH

Designation HEAD-POST OPERATIONS

Date 15/09/2020

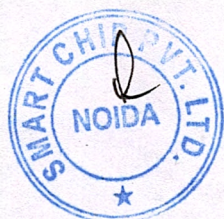
WITNESSES 2

Signature [Signature]

Name SUKHWINDER SINGH BAAR

Designation ATO (HQ)

Date 15/9/2020.



### SCHEDULE III

#### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA Agreement") is effective from 15<sup>th</sup> day of month Sept. year 2020 by and between the client" Department of Transport, Government of Punjab having its principal place of operations at SCO 177-179, Sector-17 C, Chandigarh,

AND

Smart Chip Private Limited, A/1, Sector – 73, Noida, Uttar Pradesh – 201 307

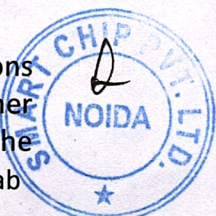
Hereinafter 'A' referred to as "Operator" which expression shall unless the context otherwise requires include his successors in office, assignees and delegates on the second part.

**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 Operators may discuss now or enter into in the future. For the purpose here in any coincidental business information of third persons furnished or disclosed by one party to the other party shall be deemed to be 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 personal 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 of the other Party. 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 purpose 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 other 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 Party shall obtain from such third persons 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 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.

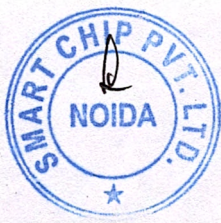
**Exceptions:** The obligations imposed herein shall not apply to any information that:

1. Is already in possession of or independently developed by either party as evidence by written record;
2. Becomes publicity available through no fault of either Party; or
3. Is ready publicity available.

**Assignments:** Neither this Agreement nor any rights hereunder shall be assignable or transferable in whole or in part, by either Party and 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 here to.

**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



  
State Transport Commissioner, Punjab,  
Chandigarh

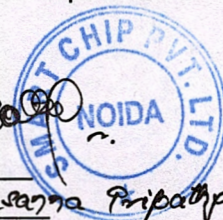
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign these Agreements as of the date first stated above.

For Client State Transport Commissioner, Punjab,

Signature [Signature]  
Name DR AMARPAAL SINGH  
Designation STC (B) IAS  
Date 15-9-2020.

For Operator

Signature [Signature]  
Name Sarada Prashanta Tripathy  
Designation AGM - Sales  
Date \_\_\_\_\_



In PRESENCE OF:

WITNESSES 1

Signature [Signature]  
Name AMAR PAAL SINGH  
Designation HEAD - PRO. OPERATIONS  
Date 15/09/2020

WITNESSES 2

Signature [Signature]  
Name SUKHWINDER SINGH BARR  
Designation ATO (HB)  
Date 15/9/2020.

For Department

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

For Operators

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

