

RFP for Selection of Vendors for Establishment & Operation of Six (6) Automotive Testing Stations(ATS) In Punjab

Reply
Tender No. 22088

<u>Sr. No.</u>	<u>Clause no. and Page no.</u>	<u>Clause</u>	<u>Queries/ Comments/Suggestions</u>	<u>Reply</u>
1.	Clause no.1.1, Page no.4	This Tender Document is being issued by the Transport Department of Punjab for the selection of successful bidders for provision of sufficient land, entire civil construction of testing shed, administrative building, delivery, installation, testing and commissioning of vehicle inspection equipment, integration of systems within the testing station and with VAHAN or <u>any other software</u> available with the Transport Department of Punjab, system checking, supply of special tools, and requisite software for smooth operation of Automated Testing Stations in Punjab.	Please clarify about any other software available with Transport Department of Punjab. As the same need to be integrated with our testing station.	As per RFP
2.	Clause no.1.2, Page no.4	The Bidders shall be responsible for operating the Centers with Drivers, Technicians, Supervisors and operators for complete in-use vehicle tests, including all tests mentioned in CMVR for Fitness Certificate issuance and its renewal and prevalent central &state regulations from time to time. Additional tests, if any, required by the Transport Department for ensuring optimum safety and emission performance of in-use vehicles shall also be performed. (The above 1.1 &1.2 is hereinafter collectively referred to as the "Works/ATS").	Please Clarify, Fitness certificate issuance is on whose scope - bidder or transport department as tender is not clear on the same. If it is in the scope of the bidder, Is it to be printed on plain A4 paper or bond paper. Fitness certificate will be required to be issued as per GSR 652(E) 23 rd Sept 2021 and 797(E) 31 st Oct 2022.	As per RFP. Printing as per Market Standard as well as e-format online

3.	<p>Clause no. 1.3, Page no.4 of Disclaimer</p>	<p>Each bidder may bid for the establishment of Automatic Testing Station (ATS) for all six (6) locations.</p>	<ul style="list-style-type: none"> • It is suggested that there should be provision of only one bidder for all locations instead of location wise different bidders. • If bidder is allowed to establish ATS Centers at all locations instead of location wise then bidder will quote same revenue share for all locations so there, will be same fees and revenue share sharing at all ATS Centers. There will be same process and testing procedure standards at all the ATS Centers. • In case there are location wise different bidder, then there will be competition for earning more revenue and this will influence compromising the testing process by the Operators of the different centers. It will become very tough task for the Department to stop these activities which will influence corruption in the operation of the centre for gaining more revenue. • Please Confirm. 	<ul style="list-style-type: none"> • As per RFP
	<p>Clause 6.4.4 Page no.25</p>	<p>The bidder may quote for the entire “Works” of establishment of ATS at any of the 6locations mentioned in the earlier sections of this document</p>		
4.	<p>Clause no. 3.7 Page no.13</p>	<p>Non-Exclusivity: In the event of non-performance /abiding by the contractual obligations or irregularities in operations of the ATS, the right of the Successful Bidder to perform, execute and implement the Works or any part thereof pursuant to the Contract, is not exclusive and shall not prevent Transport Department of Punjab from granting a similar right to other parties.</p>	<ul style="list-style-type: none"> • Selected Bidder would be required to invest over 16 Crores per ATS Centre for establishing it and making it ready for operation. • In such a scenario, if approval is given to establish more such ATS Centre in the defined territory of any of the six ATS Centre then it is going to affect the revenue generation of such ATS Centre’s and will give financial distress to the selected bidder through RFP process. <p>Suggested:</p>	<p>As per RFP</p>

			<ul style="list-style-type: none"> • Requested to make these six ATS Centre's exclusive for their territories so that, no other ATS Centre's are established in the defined territories of these to be established six ATS Centre's. 	
5.	Clause no..6.3.2 & 6.3.3, Page no. 19 & 22	Pre-Qualification / Technical Evaluation Criteria	<p>There is no pre-qualification as well as Technical Evaluation Criteria in the tender with respect to Equipment manufacturer. Testing Equipment are the backbone of the Centre operation as well as testing of Vehicles. It is must that equipment to be installed at the Centres should be from experienced test-lane equipment manufacturer of good quality.</p> <p>It is also required/ must that for smooth working of the ATS Centres, it is required that Equipment OEM should be part of the Consortium bidding for establishing and operating these ATS Centres.</p> <p>There is not even a single tender floated in the Country either by Central Government or State Government which does not have Equipment OEM as part of the Consortium bidding for the Project for establishing Centre whether it is based on CAPEX model or PPP project based on BOOT model.</p> <p>It will not be in interest of the Country / State Government / Transport Department / Bidder not to have equipment OEM as part of the consortium bidding for the tender.</p> <p>Kindly confirm</p> <p><u>Suggested clause</u></p>	As per RFP

				<ul style="list-style-type: none"> • “Bidder or any consortium member which is an equipment Manufacturer company should have experience of manufacturing test lane equipment comprising of 1) roller brake tester, 2) side-slip tester, 3) suspension tester, 4) speedometer and 5) joint play tester”. It should have experience of manufacturing and supplied mentioned equipment for at least 50 lanes in last 10 years 							
6.	Clause 6.3.2, Page no.19,	Pre-Qualification Criteria			<p>There is no pre-qualification Criteria in the tender with respect to ATS Centre Operation which is the backbone of the Centre operation as well as testing of Vehicles.</p> <p>It is suggested that to have a qualified experience of the bidder should have 50-100 lane year operation experience as it was followed in all the ATS tenders in India.</p> <p><u>Suggested Clause to be added</u> The Sole Bidder or any member of the Consortium shall have a cumulative experience of operation of test lanes comprising Of Roller Brake Tester, Side Slip Tester, Suspension Tester, Speedometer and Joint Play Tester for at least 50-100 lane years in India and/or Globally in the last ten years from the date of tender notification.</p>	As per RFP					
7.	Clause no. 6.4.5 Table, Page no. 26	<table border="1"> <thead> <tr> <th>Particulars</th> <th>LD</th> <th>HD</th> </tr> </thead> <tbody> <tr> <td>No.ofWorkingHours/Day</td> <td>8</td> <td>16</td> </tr> </tbody> </table>	Particulars	LD	HD	No.ofWorkingHours/Day	8	16		<p>No. of working hours per day defined for HD is 16 hours, it means for HD vehicles, ATS centre has to be run for double shift and LD for 8 hours and remain idle for next 8 hours?</p> <p>Please clarify</p>	The mentioned hours. are minimum required.
Particulars	LD	HD									
No.ofWorkingHours/Day	8	16									

8.	Clause 8.6.6 Page 30	Transport Department of Punjab reserves the right to accept/reject the operation tenure quote and take decision on award of project at each location as deemed fit.	<ul style="list-style-type: none"> Kindly confirm the meaning of this clause and in which conditions the selected bidder may not be awarded the Project by the department. In case, % share of testing fee quoted by two bidders is same then how the bidder will be selected for the Project. Kindly Confirm. 	As per RFP
9.	Clause 1.2 Sl no. c, Page no.31,	Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a)above.	Please clarify, Bidder has to submit the Notarized Power of Attorney	As per RFP
10.	Annexure –II Clause 1.5.1 Page 33	The selected bidders shall be entirely responsible to arrange basic utilities at the site including, but not limited to, access road , water connection, drainage connection, electricity connection, telephone connection and internet facility.	<ul style="list-style-type: none"> Providing Access Road to the proposed Centre is a municipality work in the locality and it is up-to the municipality commissioner to allow the Private vendor to construct road or not as selected Bidder may not be the owner of the land of access road or may be public land owned by the Government. It is difficult for any vendor to take the responsibility on behalf of the municipal authorities. <p>Suggested:</p> <ul style="list-style-type: none"> Constructing Access Road work should be of the Government and not the responsibility of the Vendor. 	As per RFP
11.	Clause 1.9.1, Sl.no. 7, Page no. 36,	CCTV: 25 nos. per centre (17 nos. per centre for covering entire centre including test shed & admin block and 8 nos. per centre for under body inspection pits)	Please clarify, As per our experience and the practice followed worldwide two camera per pit is enough to capture the under body inspection of the vehicle.	It is clarified that 4 per pit for each lane is required to be installed
12.	Clause 1.9.1, Sl.no. 11, Page no. 36,	Self-illuminating endoscopy camera	Please clarify the purpose and use of that camera.	It is Clarified that these camera will be used for Engine no and Chassis no located at constraint location

13.	Annexure – II Clause 1.11 Page no.39	Software to include facility for intimation of fitness test as per appointments. This will enable operator in scheduling vehicle tests.	Kindly confirm how this required software will work. Also kindly confirm, when ATS centre will get appointment details from the Department for scheduling the vehicle testing	As per Market Standard
14.	Annexure – II Clause 1.11, Page no.39	Photographs of vehicle and its Chassis and Engine number shall be captured by Global Positioning System enabled camera and shall be kept in a secured facility and uploaded on the electronic portal along with the tests data and report.	<ul style="list-style-type: none"> Photographs of Engine Number capturing is not feasible in all vehicles as location is a constraint. So, it is suggested to be removed. <p>Please Confirm</p>	Endoscopy cameras may be used
15.	Annexure –II Clause 1.11.2 SI no.2 & 3 Audit and Assessment Page no.43	The registering authority shall appoint National Accreditation Board for Testing and Calibration Laboratory accredited agency or any other agency notified by the Central Government for conducting such audits and assessments. The audit and assessment of an automated testing station shall be conducted every six months and the cost of such audit and assessment shall be borne by the operator of such station.	<ul style="list-style-type: none"> Kindly confirm cost of Surprise Audit which would be required to be borne by the Operator, as it has financial implications. 	<ul style="list-style-type: none"> As per Market Standard
16.	Annexure – II Clause 1.16 Page 46	<p>Force Majeure</p> <p>1.16.1 Event of Force Majeure means an event beyond the control of the authority and the bidder, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:</p> <ul style="list-style-type: none"> Act of God (such as, but not limited..... 	<ul style="list-style-type: none"> Selected Bidder will establish the ATS Centre as per requirement of government and for undertaking performance of works on behalf of the Government. <p>Suggested:</p> <ul style="list-style-type: none"> Bidder should not be made responsible for all loss and damages to the facility, which is established for the government under PPP project. Government should compensate for the losses incurred by the Vendor due to Force Majeure conditions. 	<ul style="list-style-type: none"> As pre RFP

			<ul style="list-style-type: none"> • Secondly, conditions like Lock Down, Pandemic, Terrorist attacks, and Political events, etc. should also be included in the Force Majeure Conditions. 	
17.	Clause no. 1.3.2, Page no. 77	The transport department will charge a royalty on per vehicle tested from the successful bidder, which cumulatively (bidder fee and royalty) cannot be more than Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR.	<p>As per our understanding bidder has to submit its bid for its share of per vehicle testing fee (in percentage).</p> <p>Please clarify, whether Royalty also has to be paid by the bidder over and above share of the vehicle testing fee.</p> <p>Please clarify, in case two bidder has quoted same percentage then how L1 will be evaluated.</p>	<p>Bidder has to submit its bid for its share of per vehicle testing fee (in percentage)</p> <p>The remaining share will be retained by the department as per RFP</p>
18.	Clause no. 3.1.2, Sl. no.2, Page no. 88,	Do everything necessary (including the payment of all relevant fees) to acquire and maintain all Applicable Clearances. (For Erection & operation if any clearances required, the successful bidder should obtain them from concerned authorities); Bidder will provide/arrange all applicable clearances for erection of the center. The selected bidder has to obtain applicable clearances for operating the center.	Please specify the clearance required in Punjab State for establishing of the ATS Centre.	Standard operating procedure as issued by the Central government or State Government will be followed.
19.	Annexure – VII On Arrival Inspection Training Clause no.9.1.1 Page 94	Travelling, boarding, lodging and any incidental costs shall be sole responsibility of the Successful Bidder at no extra cost to the Transport Department of Punjab.	<ul style="list-style-type: none"> • Please confirm training has to be given to how many persons at each Centre. What kind of arrangements are required to be made for officials of Transport Department and which costs are to be incurred by the bidder, as it has financial implications. 	<ul style="list-style-type: none"> • As per RFP
20.	Clause no. 9.5.2, Page no.95	Transport Department of Punjab not liable for damage: Transport Department of Punjab	<ul style="list-style-type: none"> • Law and order are the State responsibilities. If any damage/loss to the equipment happens due to law and order issues then it should be 	<ul style="list-style-type: none"> • As per RFP

		shall not at any time be liable for the loss of or damage to any of the Bidder's Equipment.	responsibility of the State Government for compensating the Vendor for the loss. Insurance Companies do not provide cover to the equipment. <u>Suggested:</u> These Centre's are being established for the working on behalf of the Government. <u>So, Vendors should be compensated for any losses which happen due to issues not in control of the vendor like law and order.</u>	
21.	Annexure – VII Clause no. 25.1, Page no.115	DISPUTE RESOLUTIONPROCEDURE <ul style="list-style-type: none"> • Amicable Resolution andMediation <ul style="list-style-type: none"> a) Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of Transport Department of Punjab and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in Clause25.1.2 below. • Either Party may require such Dispute to be referred to a person nominated by each Party,foramicablesettlement.Uponsuchreference,thetwoshallmeetattheearliest mutual convenience and in any event within [15 (fifteen)] days of such reference 	<ul style="list-style-type: none"> • There is no process mentioned in the RFP for the Arbitration process. In all PPP projects, Arbitration process is followed for dispute resolution in order to protect the investment made by the Vendors. • There is no such process mentioned in the document. <u>Suggested:</u> Please include Tri-party Arbitration Process in the dispute resolution process for giving confidence for Bidder and protection to the investment to be made by them for establishing and operating ATS Centres.	<ul style="list-style-type: none"> • As per RFP

		to discuss and attempt to amicably resolve the Dispute								
22.	Clause 27.3.2, Page no 119	<p>Upon Termination</p> <ul style="list-style-type: none"> In case of termination, <u>the security deposit paid by the successful bidder shall be forfeited by the Transport Department of Punjab and all balance dues if any will not be paid to the bidder.</u> 		<p>All Investment required for establishing ATS Centres and Operation are to be made by the Bidder and not by the State Government. It is not fair on Government's part to not to release the legitimate balance payment due to the Bidder.</p> <p>Suggested:</p> <ul style="list-style-type: none"> In case of unfortunate condition of Termination, Bidder should get the payment of its legitimate balance dues which are before the date of the termination, i.e. termination comes into effect. In case of termination due to any reasons, there should be compensation for the Bidder who has invested its hard earned money for establishing ATS Centre's as it is required that Government gives comfort to the bidder for the investment to be made by it for establishing and operating such ATS Centre's. 	As per RFP					
23.	Annexure VII A Page no.123	<table border="1"> <thead> <tr> <th>Offence</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Delay in completion of works</td> <td>Liquidated damages in the event of delayed delivery beyond agreed schedule will be levied at Rs. 25,000per week</td> </tr> <tr> <td>Non-operational for more than 100 hours</td> <td>Rs. 1000charges perhour/ per</td> </tr> </tbody> </table>	Offence	Penalty	Delay in completion of works	Liquidated damages in the event of delayed delivery beyond agreed schedule will be levied at Rs. 25,000per week	Non-operational for more than 100 hours	Rs. 1000charges perhour/ per	<ul style="list-style-type: none"> Penalties mentioned are very very high and need to be reduced as it is Bidder who is being investing its money and it is Bidder who is being penalized for everything. There is no facility or support which is being offered to Bidder from Government for establishing and operating ATS Centres. 	<ul style="list-style-type: none"> As per RFP
Offence	Penalty									
Delay in completion of works	Liquidated damages in the event of delayed delivery beyond agreed schedule will be levied at Rs. 25,000per week									
Non-operational for more than 100 hours	Rs. 1000charges perhour/ per									

		<p>in a year during the working days.</p> <p>Non-reimbursement of any expenses incurred by Transport department for the work which was otherwise to be done by the successful bidder</p> <p>For delay in reimbursement of such dues</p> <p>For delay in reimbursement of such dues beyond 44 day's notice</p>	<p>non-operational lane</p> <p>Actual Cost incurred + 5% administrative charges</p> <p>Interest @18% per month shall be charged</p> <p>Suspension of testing at ATS</p>		
24.	<p>Annexure-A: Payment Mechanism</p> <p>Page No-143</p>	<p>1) Payment of Bills:</p> <p>The State Transport Punjab shall compute and provide payment to the Operator, for every Payment Period, from when the ATS commences operations. The data of category wise total number of vehicles that the ATS has tested for the payment period will be submitted by the Operator and verified by the State Transport Punjab.</p>		<ul style="list-style-type: none"> Prospective Bidder who is making all investments for establishing ATS Centres is concerned about its timely payment. There is nothing mentioned in whole document regarding timeline for the payment release to the Bidder. Bidder would be taking Loans from Financial institution for establishing and operation of the ATS center and would be required to pay timely installments. No defined timeline for payment release will create financial stability for the bidder. <p><u>Suggested:</u></p> <ul style="list-style-type: none"> For the payment of the bidder by Transport Department should be released through ESCROW account on daily basis 	<ul style="list-style-type: none"> As per RFP

25.		Suggestion	<ul style="list-style-type: none"> For establishing ATS Centre's requires good investment from the Vendors who will desire that their investment should be protected and should not get wasted. But, there is no such conditions in the said RFP which gives such investment protection comfort to the prospective vendors. <p><u>Suggested:</u></p> <ul style="list-style-type: none"> Vendor may be allowed to give some additional services at the Centre like washing facility as Vehicles would be coming from long distances for the testing purpose. Vehicle is required to be properly washed before testing. Secondly, as per provision given in other PPP projects by Punjab Transport Department, Vendor should be allowed to do advertising as well as sales promotion activities to generate additional revenues to recover its investment made. 	<ul style="list-style-type: none"> As per RFP

26.	<p>Page #: 17. Clause 6.1 This Tender Document ("Tender Document") is being issued by Transport Department of Punjab for the selection of successful bidders for Establishment of 6 Automated Testing Stations (ATS) in Punjab at specified locations.</p>	<ul style="list-style-type: none"> As per the tender document more than one bidder or many bidders may be selected for operating 6 ATS. It is suggested to select one bidder for the whole state for better quality and centralized control. So, bidders to apply for all 6 ATS. <p>Establishment of 6 ATS vis a vis no. of Fitness certificates to be issued per annum (approximately 1.08 Lakh) is not a viable project in present tender conditions.</p>	As per RFP
27.	<p>Page #: 21, point no: 5 The details and credentials of the following equipment:</p> <ol style="list-style-type: none"> 1. Roller brake tester 2. Suspension tester 3. Side slip tester 4. Steering gear play tester 5. Joint Play tester 6. Fully automatic Head light tester. 7. Smoke Opacimeter 8. Exhaust gas analyzer 9. Speedometer Tester 10. Axle weight measurement equipment 11. Sound Level meter 	<p>Criteria demanded for testing equipment as follows: Scanned copy of the declaration, duly signed by the authorized signatory of the bidder, regarding the make and model of each equipment to be installed at the Centre.</p> <p>Equipment are the most important part of this project as performance of testing equipment with quality plays a major role. That credibility is missing here. Please consider certain credibility of manufacturing company like minimum no. of supply of the equipment. You can refer the tenders government of India has released so far.</p>	As per RFP/ Discretion of the vendor

		More over for such a long project manufacturer (OEM) should be part of consortium	
28.	<p>Page #: 34, 1.7, Inspection Lanes,</p> <p>The 6 locations for the establishment of ATS in the state of Punjab, minimum number of test lanes in each of the centers and minimum land requirement has been prescribed in the table below. The minimum requirement of land for each ATS shall be 1.5 acres.</p>	For 1LD+1HD Lane Centre, 1 Acre land is enough. More land will increase the capital cost and operational cost of the centre.	It is clarified that a total 1.5 acres land is required for ATS as per RFP which includes parking area
29.	<p>Page #: 35, 1.9 Test Lane Equipment</p>	In the list OBD Scan tool and Test Fingers are missing. These equipment are required as per GSR 797 E dated 31-10-2022	As per GSR 797 (E) dated 31.10.2022
30.	<p>Page #: 141, para 3:</p> <p>Further, the transport department will charge a royalty on per vehicle tested from the successful bidder, which cumulatively (bidder fee and royalty) cannot be more than Permissible Vehicle Testing Fee is defined under the Fitness Testing Fee as per Rule 81 of CMVR</p>	We understand that Certificate of Fitness will be issued by the bidder and fee for issuance of Certificate of Fitness will be kept by the bidder. Please clarify	It is to clarify that bidder will raise invoice of no of test conducted based on its share as quoted by successful bidder