



**GOVERNMENT OF THE PUNJAB, PAKISTAN
TRANSPORT DEPARTMENT**



**ESTABLISHMENT OF VEHICLE INSPECTION AND
CERTIFICATION SYSTEM (VICS) in PUNJAB PAKISTAN**



REQUEST FOR PROPOSAL

Department of Transport

11-A, Egerton Road

Lahore Punjab Pakistan

DISCLAIMER

This Invitation for Bids Document is issued by the Transport Department, Government of Punjab, Pakistan to the recipient solely for use of preparing and submitting Invitation for Bids in connection with the Establishment of Vehicle Inspection and Certification System ('VICS') in Punjab, Pakistan. This document is in continuation of the pre-qualification document published earlier by the Transport Department, Government of the Punjab.

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This Invitation for Bids does not constitute a solicitation to invest, or otherwise participate, in the Project. The Transport Department reserves its right, in its full discretion, to modify the Invitation for Bids and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in such event.

IMPORTANT NOTE

All Companies and Joint Ventures complying with criteria given in this document are eligible for this tender, hereafter referred to as 'Bidders'. Prospective bidders must ensure submission of all the required documents indicated in this Request for Proposal (RFP). Bids received without valid documentary evidence, undertakings, supporting documents and various requirements mentioned in the RFP will be rejected. The data sheets, valid documentary evidences for the critical components as detailed hereinafter shall be submitted by the Bidder for evaluation. No alternative documents will be entertained regarding the terms and conditions mentioned in the Bidding Document. The procurement procedure adopted for evaluation will be governed by the Public Private Partnership for Infrastructure Act 2010 (as amended from time to time).

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1. INSTRUCTIONS TO THE BIDDER

1.1 Invitation for Bid

The Transport Department, Government of the Punjab (GoPb), invites bids for the:

Establishment of Vehicle Inspection and Certification System (VICS) in Punjab:

The Transport Department will select Concessionaire/ pre-qualified bidder based on their technical and financial bid submitted through evaluation criteria mentioned in this RFP and responsiveness of the bid. The attention of bidders is drawn to the provisions of “Responsiveness of Bid” regarding the rejection of Bids, which are not substantially responsive to the requirements of the Authority .

1.2 Laws to be followed

The project will be undertaken on Public Private Partnership basis and hence the following rules shall be followed for procurement purposes:

The Punjab Public-Private Partnership for Infrastructure act 2010;

These documents may be viewed/ downloaded from the following website;
http://www.pndpunjab.gov.pk/ppp_cell/ThePPPAct.pdf

1.3 Distribution of Bidding Documents

The relevant information/ document have been distributed among the shortlisted / prequalified companies for invitation of both technical and financial bids through this RFP. The bidding document and the data pertaining to the VICS project can be downloaded from the Punjab Portal <http://www.punjab.gov.pk/transport> and PPRA websites <http://www.ppra.punjab.gov.pk/>

All prospective bidders may contact the Transport Department through e-mail or in person at the following address;

Additional Secretary Transport
Transport Department
11A, Egerton Road,
Lahore, PAKISTAN
E-mail: as.transport.punjab@gmail.com
Tel: 042 9920 1158 Fax: 042 9920 5363

1.4 Unsolicited proposals:

The Transport Department, GoPb intends to establish Vehicle Inspection and Certification System ‘VICS’ in Punjab, on Public Private Partnership (PPP) mode. The Pre-Qualified firms are invited to submit their bids for comparative bidding process on the unsolicited proposal submitted by an international consortium of firms. The International Consortium of firm have submitted the unsolicited proposal in accordance with ‘The Punjab Public Private Partnership

for Infrastructure Act, 2010' and have the first right to match the best bid. However, if the proposer who prepared the unsolicited proposal fails to match the best bid, the Transport Department will direct the best bidder to reimburse the cost incurred in project preparation. The cost for Project Preparation is **US \$ 106,840**. The relevant rules / clauses of the PPP Act 2010 are here under for complete details refer to the PPP Act 2010 available at (http://www.pndpunjab.gov.pk/ppp_cell/ThePPPAct.pdf)

1.5 Bid Evaluation

The Punjab Public Private Partnership (PPP) Act 2010 defines the process and procedure for submission of bids and bid evaluation. As per the Section 15-17 of the above mentioned document the technical and financial bids will be submitted simultaneously in two separate envelopes. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:

1. “ENVELOPE-No. 1: TECHNICAL PROPOSAL FOR VICS”
2. “ENVELOPE-No. 2: FINANCIAL PROPOSAL FOR VICS”

Technical bids will be evaluated first followed by the financial evaluation. During the technical evaluation no amendments in the technical proposal shall be made/ permitted; except for arithmetical corrections. Financial bids of technically unqualified bidders will be returned unopened. The Authority will put forward the results / recommendation of evaluation process to the Steering Committee for approval. The following process will be adopted for bid evaluation:

1. The Government Agency will carry out bid evaluation within forty-five days
2. In the first phase, the Government Agency will assess the technical bids in accordance with the bidding documents and reject non-responsive bids
3. In the second phase, the Government Agency will evaluate responsive bids from the financial viewpoint; and select a company with the lowest bid
4. The Government Agency may reject a speculative or unrealistic bid as non-responsive; such rejection of a bid shall not lead to the termination of the bidding process
5. After the completion of the bid evaluation, the Government Agency shall submit through the PPP Cell to the Steering Committee a bid evaluation report, including a recommendation on contract award
6. The Committee shall, after taking into account results of the PPP Cell's review of the bid evaluation report, decide on the contract award within thirty days from the submission of the bid evaluation report
7. The Government Agency shall announce results of the bidding and issue a notice of award to the selected private party within ten days of the Committee's decision

1.6 Bidding Details

The prequalified bidder must submit bid for Establishment of Vehicle Inspection and Certification System (VICS) in Punjab in a separate sealed envelope adhering to the requirement mentioned in Section 1.5. It is mandatory to fill all the performas attached in Annex 'A'. All bids must be accompanied by a Call Deposit Receipt / Demand Draft/ Bank Draft of the amount calculated as: **Bid Security = PKR 10 Million**

The bid security should be in favor of "The Transport Department" issued by a scheduled bank allowed/ carrying financial transactions in PAKISTAN. The Call Deposit Receipt (CDR) shall be enclosed in the Technical Proposal. The bids along with the Call Deposit Receipt (CDR) / Demand Draft / Bank Draft, Tender Forms, Affidavits, etc., shall be submitted to:

Additional Secretary Transport
Transport Department
11A, Egerton Road,
Lahore, Pakistan

On or before 27th, February, 2014 by 1000 hours. The bids will be opened publicly in the Committee Room of the Transport Department, Lahore, at 1100 hours on the same day. The bidder must submit bids on the basis of complete fulfillment of bid requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids complying with the Bidding Document and alternative bids shall not be considered. Further to this, it is mandatory to fill all the performas attached in the Annex 'A'. The Transport Department reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

1.7 Bidders' Authorized Representative

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be made/ directed until the process has been completed or terminated.

(The Transport Department will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids).

1.8 Unsolicited proposals

1. A person may propose a project to a Government Agency, if the project is not included in the Provincial priority list mentioned in section 10(3) of the PPP Act 2010, and is economically and financially feasible without any government support in the form of direct financial assistance described in section 18(c) of the PPP Act 2010,.
2. An unsolicited proposal shall be accompanied by a feasibility study, environmental impact assessment, and draft PPP agreement.

3. The Government Agency shall consider the unsolicited proposal from all aspects including technical and financial, and may modify the same in consultation with the person who made the proposal.
4. The Government Agency shall require the person to submit details about legal, technical, managerial and financial capability of the person.
5. The Government Agency shall evaluate the unsolicited proposal and, if its feasibility as well as the legal, technical and financial qualification of the person is confirmed, submit it through the PPP Cell to the Committee for approval.
6. If the Committee approves the unsolicited proposal, the Government Agency shall invite comparative bids by following the procedure described in sections 13 to 17 of the PPP Act 2010.
7. The Government Agency shall give the person who made the unsolicited proposal first right to match the best bid and if the person fails to match the bid, the Government Agency shall direct the best bidder to reimburse to the person reasonable costs incurred in project preparation as may be specified in the bid documents.
8. If valid comparative bids are not received, the Government Agency shall negotiate the PPP agreement with the person who made the unsolicited proposal.

Note: The process of Unsolicited Proposal has been completed for point 1-5 above, and the rest is in process.

2. PROJECT BACKGROUND AND INFORMATION

2.1 Project Background

The Transport Department, Government of Punjab aims to upgrade the vehicle inspection and certification system in Punjab. In this regard a project has been conceptualized to encourage private sector interest in establishment of VICS. To carry out this project a model of Public Private Partnership has been proposed on Finance, Design, Build, Operate and Transfer basis. The Transport Department in this regard is seeking bids for establishment of VICS through a fair and transparent comparative bidding process.

2.2 Existing Motor Vehicle Examination (MVE) System in Punjab

The existing vehicle inspection and certification system is being managed by the Transport Department, GoPb. This responsibility is being performed through 36 offices in Punjab Province through Motor Vehicle Examiner (MVE) appointed at all District Headquarters. The Motor Vehicle Examiner (MVE) under Provincial Transport Authority (PTA) has the Authority to perform bi-annual inspections and certify road worthy vehicles.

Section 39 of the Provincial Motor Vehicles Ordinance, 1965 requires that every Public Service Vehicle (PSV) is required to obtain fitness certificate. As per the law if a vehicle fails to pass fitness test its route permit can be cancelled and registration suspended. The current system of vehicle inspections is inadequate to perform standardized vehicle fitness tests. The existing system lacks proper tools, equipments and testing procedures to perform safety checks as per the international standards.

2.2.1 Mechanism of Existing Vehicle Inspection

Two different processes are adopted for inspection of public service vehicles depending upon their condition;

- a) Newly manufactured / registered vehicles (Figure 1)
- b) Already registered vehicles (Figure 2)

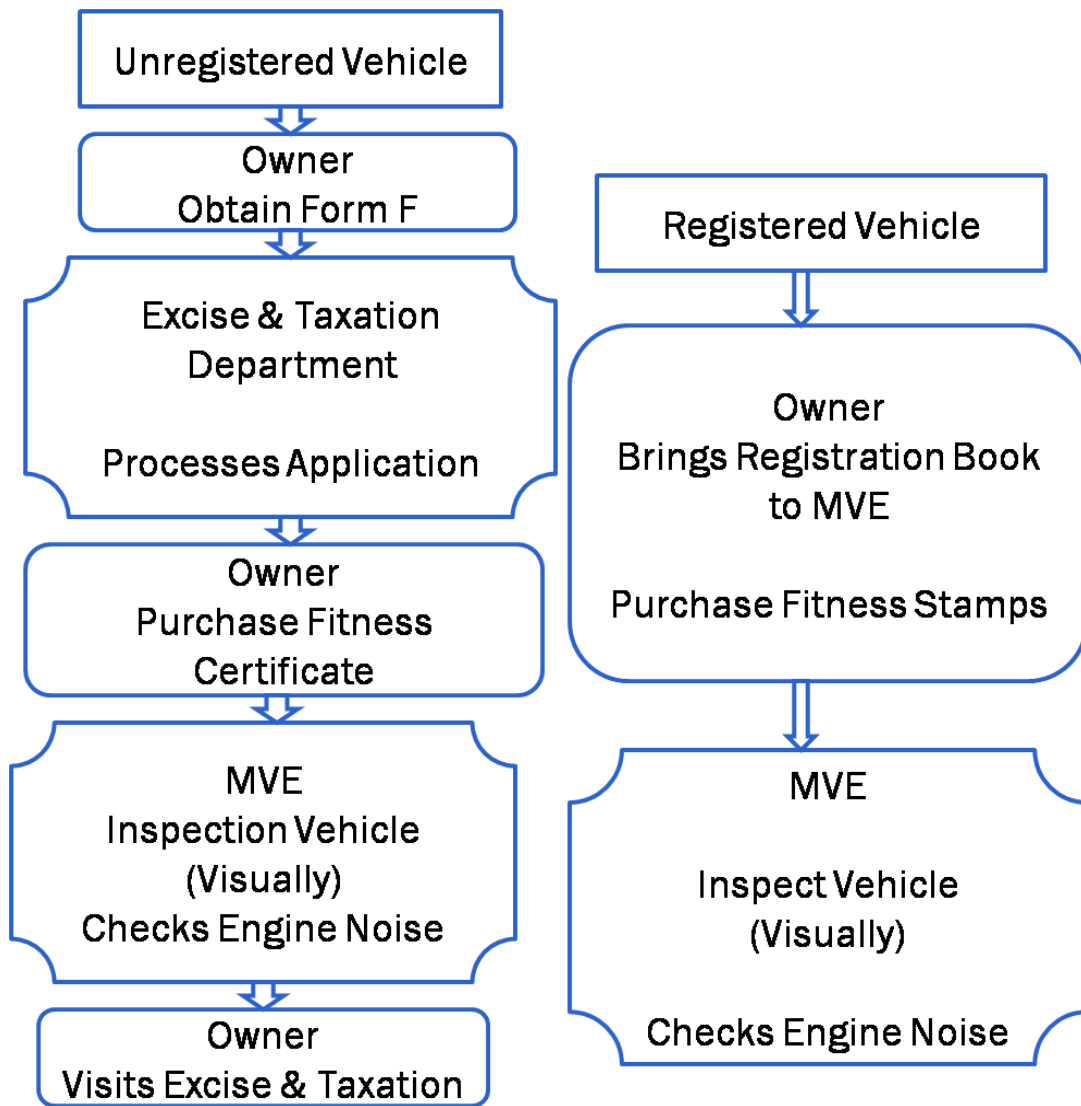


Figure.1

Figure.2

2.2.2 Current Registered Vehicles in Punjab

As per the data obtained from the E&T Department the current number of registered PSV's in Punjab are approximately **6,0,1771** (Source: E&T Department, as of **31.03.2013**). Importantly this figure does not cater for the vehicles that have been reduced due to accidents, fire, theft and age diminishing. There are no studies available to determine the exact number of diminished vehicles however; the Transport Department has estimated this figure to be **15%** of the total registered vehicles. The table below highlights the type and number of PSV's provided by the E&T and reduced by 15%.

The Transport Department at the start of every fiscal year will obtain the PSV data from the E&T Department, apply vehicle reduction factor, and determine the compliance rate for the next target year. The PSV data for first year of VICS operation is mentioned in the following table which shall be used to calculate the starting year compliance rate.

Table-1: Motor Vehicles Registration Data of Public Service Vehicles (PSVs) updated on 31-3-2013 by Excise & Taxation Department (reduced by 15% for diminished vehicles)

Name Of Division	Pick ups/ Del.Vans	Mini Buses	Buses	Rickshaws	Trucks	Taxies	Total
Rawalpindi	25,163	6,656	4,406	8,286	7,956	5,015	57,481
Jhelum	6,380	207	313	6,678	761	199	14,538
Attock	5,135	8	106	8,017	336	85	13,687
Chakwal	3,023	76	54	4,720	69	80	8,021
Rawalpindi Div.	39,701	6,945	4,879	27,702	9,121	5,379	93,727
Lahore	68,748	15,073	17,661	102,462	20,567	12,874	237,385
Sheikhupura	417	120	681	2,440	643	264	4,565
Kasur	444	128	9	1,495	148	145	2,368
Nankana Sahib	26	1	5	17	12	-	60
Lahore Div.	69,635	15,321	18,357	106,414	21,371	13,282	244,379
Multan	8,985	2,352	2,692	11,967	2,761	2,883	31,640
Khanewal	194	4	19	296	37	439	988
Vehari	405	20	46	20	84	631	1,205
Lodhran	111	11	10	607	31	94	864
Multan Div.	9,695	2,388	2,767	12,889	2,913	4,046	34,698
Sahiwal	1,580	110	708	453	1,261	1,669	5,781
Pakpattan	190	46	168	6	23	-	433
Okara	270	14	326	831	394	-	1,835
Sahiwal Div.	2,040	170	1,202	1,290	1,677	1,669	8,049
Sargodha	3,731	105	1,794	8,551	1,054	1,071	16,306
Miawali	1,406	58	71	2,175	993	190	4,893
Bhakkar	158	66	70	5,846	28	58	6,226
Khushab	467	12	268	5,690	204	20	6,660
Sargodha Div.	5,761	241	2,202	22,262	2,279	1,339	34,085
Bahawalpur	2,160	145	622	4,108	409	2,055	9,499
Bahawalnagar	268	14	151	512	66	158	1,170
R.Y Khan	3,465	9	949	172	412	122	5,130
Bahawalpur Div.	5,893	168	1,723	4,791	887	2,335	15,798
Faislabad	6,729	93	4,570	16,351	3,809	1,639	33,192
Jhang	479	443	504	5,099	318	111	6,953
Chiniot	27	-	-	983	1	-	1,011
T.T Singh	151	2	66	1,748	72	92	2,132
Faislabad Div.	7,387	537	5,141	24,182	4,200	1,841	43,287
Gujrawala	4,276	382	937	4,586	1,136	1,650	12,966
Sialkot	5,129	526	431	3,305	432	310	10,133
Gujrat	1,860	575	1,223	2,887	510	302	7,356
Narowal	160	6	11	374	3	1	555
M.B Din	193	9	14	849	10	9	1,083
Hafizabad	211	-	10	14	5	-	240
Gujranwala Div.	11,828	1,497	2,626	12,014	2,097	2,271	32,332
D.J Khan	417	-	162	449	207	831	2,066
Rajanpur	242	-	44	-	26	162	474
Muzaffargarh	289	22	197	421	364	110	1,403
Layyah	256	1	54	757	37	103	1,207
D.G Khan Div	1,204	23	457	1,627	634	1,205	5,150
Grand Total	153,143	27,291	39,353	213,172	45,179	33,368	511,505

Source: Excise and Taxation Department, Government of Punjab, 2013.

Note: The registered vehicles in each district shown in the table above may vary from the actual number of plying vehicles. It is due to the fact that vehicles often registered in one district are sold or operate in other districts.

2.2.3 Existing and Proposed Fee Structure

The existing fee structure for vehicle inspections and annual renewal for different type of PSV's is as under.

The proposed fee structure could be increased 1.8 times the existing fee structure for first year of operation. The fee following the first year will be gradually increased considering inflation rate determined by Pakistan Bureau of Statistics / State Bank of Pakistan or 10% per year whichever is low:

Table-2: Existing Fee Structure of Vehicle Inspection and Certification

Fee for First Time Registration and Fitness (One Time)		Fee (PKR)
(i)	Transport Vehicles Except Delivery Vans	600
(ii)	Delivery Vans	400
(iii)	Motor Cab, Taxi, Rickshaws, Motorcycle Rickshaws	400
Renewal Fee (Every 6 months)		Fee (PKR)
(i)	Heavy Transport Vehicles	300
(ii)	Light Transport Vehicles	300
(iii)	For Delivery Vans	250
(iv)	For Motor Cab, Taxi, Rickshaws, Motorcycle Rickshaws	250

2.3 Need for Vehicle Inspection and Certification System

The presence of unfit vehicles on roads is not only causing environmental pollution but also contributes to road accidents. The number of accidents due to mechanically unfit vehicles is one of the key issues the Government of the Punjab aims to resolve whilst establishing modernized vehicle inspection and certification system for all types of PSVs in the province.

2.3.1 The Government of Punjab Objectives for the Project

The GoPb key objectives for the VICS project include:

1. Establishment of state of the art vehicle inspection and certification system complying with the international standards and specifications
2. Keeping unfit vehicles off the road, with the intention to improve road safety by reducing road accidents due to mechanical malfunction
3. Improve ambient air quality through controlled vehicular emissions
4. Reduction of costs / property damage due to road related incidents
5. Increase public trust and safety of Public Transport in Punjab
6. A strict and effective enforcement mechanism keeping unfit vehicles off the road

The GoPb aims to achieve its objectives through a modern and state of the art VICS with the following minimum requirements:

1. Testing Equipments in compliance with international standards for vehicle inspections
2. Monitoring and evaluation of the vehicle inspections/ tests through third party Independent Consultant/ Auditor
3. Online data (pertaining to the vehicle inspections) access to Transport Department, Punjab Police, and E&T
4. Enforcement through RFID and visible stickers,
5. Infrastructure and system development for quick and accurate results
6. Inspection and management through technically qualified and trained professionals
7. Public awareness through campaigns and advertisements
8. Effective and well managed customer services

2.4 Project Execution Phases

The project will be executed in the following phases:

Phase-I:

Lahore (Punjab, Pakistan) Division-wide facility network for Public Service Vehicles (PSVs) inspections will be constructed in this phase.

Phase-II:

Expansion of Phase I, to the rest of Punjab in order to provide vehicle inspection and certification facilities for PSVs in other parts of the province

2.5 Authority's Responsibilities

- I. To provide the concessionaire land on lease basis for three sites in Lahore. Two of the three sites are confirmed (i.e. Shahdara, Thokar Niaz Baig) whereas the third site i.e. Ferozpur Road Site is currently in process of acquisition (in case of any issues the Transport Department may provide an alternative to Ferozpur Road, preferably a site near Manawa).
- II. To assist in arranging land on lease basis for the Phase II, i.e. in other sites of the Punjab.
- III. To procure the services of third party Independent Consultant/ Auditor through competitive bidding process, half financed by the GoPb and half financed by the Concessionaire.
- IV. To process termination of existing vehicle inspection system and transfer rights of inspections to the concessionaire for vehicle inspections immediately.

V. To make necessary changes in Law and MVR rules for the proposed VICS.

2.6 Concessionaire's Responsibility

2.6.1 Establishment of Vehicle Inspection Centers

It is the responsibility of the Concessionaire to establish the vehicle inspection and certification system, on Finance, Build, Operate, and Transfer mode under Punjab Public Private Partnership Act 2010. The Concessionaire will bear all costs incurred in the project infrastructure development, land either leased/ rented and any other associated cost.

2.6.2 Number of 'VICS' Stations

The Concessionaire must establish the following number of vehicle inspection facilities in the Punjab province:

1.	Fixed Type A station	11 (Phase-I)
2.	Fixed Type B station	04 (Phase-II)
3.	Type C Mobile station*	12 (Phase-II)

* Instead of Mobile Stations (as mentioned in point 3 above), the Concessionaire may choose to develop twenty-four (24) Single Lane Fixed Stations + a mobile station in phase II; all capable of performing HTV, LTV and Rickshaw inspections.

Note: The number of lanes and staffing per station mentioned in this document are the Transport Department recommended standards. However, the Concessionaire must ensure that sufficient capacity is available to meet the demand and the waiting time for customer/vehicles shall not exceed from 15 minutes in any case.

2.6.3 Type and location of Inspection Facilities

The Concessionaire shall establish the Vehicle Inspection facilities as per the plan given in **Annex B-I**. The aim is to establish large size, fixed stations in the major cities, medium size stations in comparatively smaller cities and mobile stations in the smaller cities.

Following are the three types of facilities to be established on the location and inspections performed:

Type A:

A fixed type facility serving both LTV (light Transport Vehicles) and HTV (Heavy Transport Vehicles) with minimum two inspection lanes for LTV and one inspection lane for HTV. The Type A facility to be provided at the following locations in Punjab province:

1. Lahore 1 (Thokar Niaz Baig)
2. Lahore 2 (Shahdara)
3. Lahore 3 (Ferozpur Road)
4. Rawalpindi
5. Sargodha
6. Faisalabad
7. Gujranwala
8. DG Khan
9. Multan
10. Bahawalpur
11. Sahiwal

Type B:

A fixed type facility serving only LTV (light Transport Vehicles) with minimum one inspection lane. The Type B facility is to be provided at the following locations in Punjab.

1. Rawalpindi
2. Jehlum
3. Attock
4. Sialkot

Type C:

A mobile unit with fixed shed and pits will serve LTV and HTV for 15 days in following each district with prior advertisement campaign.

Location of Type C stations			
1.	Chakwal	13.	Bahawalnagar
2.	Sheikhupura	14.	Rahim Yar Khan
3.	Kasur	15.	Jhang
4.	Nankana Sahib	16.	Chiniot
5.	Khanewal	17.	Toba Tek Singh
6.	Vehari	18.	Gujrat
7.	Lodhran	19.	Narowal
8.	Pakpattan	20.	Mandi Bahuddin
9.	Okara	21.	Hafizabad
10.	Mianwali	22.	Rajanpur
11.	Bhakkar	23.	Muzaffargarh
12.	Khushab	24.	Layyah

The proposed location plan for ‘VICS’ facilities in Punjab province is provided in Annex B–I which shows the Type of stations and its location with respect to each district. Each mobile station will serve two districts for example in map at Annex B-I, C5/1 and C5/2 is mobile station 5, serving two locations shown by 1 and 2.

Whereas:

C = Type of VICS station

Station 5 = Mobile Station Number

/1, / 2 = Location of District to be Served

Sites for each fixed facility shall be determined with mutual consent i.e. Concessionaire and the Transport Department. The following rationale will be considered while selecting site for stations:

- Access Road (congestion free, considering access for HTV turning and maneuvering)
- Availability of land
- Impact on existing traffic and congestion. A traffic and environmental impact assessment will be carried out and approved from the Transport Department and relevant authorities
- Availability of utilities (electricity, gas, telephone, sewerage etc)
- Security aspects
- Forecasted Flood levels
- Suitability of soil
- Provision for future expansion

The GoPb will shall arrange land on lease basis for the VICS in Punjab. The Concessionaire shall pay to GoPb the lease amount throughout the concession period at a rate mutually agreed. The lease amount shall increase on annual basis by a rate defined by the Transport Department or 10% whichever is the maximum.

2.6.4 Size and Specifications for VICS Stations

Conceptual Drawing / layout plan for each particular type of station along with minimum space requirements are given in Annex B (II- V). The drawings provide necessary information i.e. number of inspection lanes, entry / exits arrangement, queue lane, proposed buildings, emergency exits lanes, check posts, and customer services facilities.

The minimum space required for each type of station is given below:

- | | | |
|----|--------|----------|
| 1. | Type A | 4180 Sqm |
| 2. | Type B | 2090 Sqm |
| 3. | Type C | 418 Sqm |

The minimum design standards for 'VICS' stations and equipment specifications for vehicle testing are enclosed in Annex B - II and Annex B - VI respectively. The inspection tests and testing criteria for vehicles are given in Annex B – VII and Annex B - VIII; which will be updated as required during the concession period

2.7 Construction & Operation Timelines

Construction & Operation Timelines		
Phase No.	Construction Commencement Date	Operation Deadline
Phase I	From Date of Site Possession after award of contract	Within 12 months* from Date of site possession in Lahore
Phase II	-do-	Within 24 months from date of site possession
* Failing to comply with the above mentioned deadlines, the Department may impose fines / penalties: For each facility the Authority may penalize the Concessionaire for a fixed fine of PKR 50000 per month.		

The Concessionaire shall commence the construction work immediately after award of contract and possession of sites in Lahore (Phase I), the completion and commencement time for Phase I, is 12months from the date of site possession.

The Concessionaire may begin construction work / activities from the date of award of contract for Phase II sites provided land is acquired by the Transport Department and lease out to the Concessionaire; ensuring all design and infrastructure activities are in accordance to the required specifications. The completion and operation commencement time for phase II, is 24 months from the date of award of contract.

The Authority will ensure the termination of existing vehicle inspection process and transfer immediately rights of inspections for compliance purpose to the Concessionaire for vehicle inspections. The Authority will also commence enforcement immediately after the operation of VICS stations. However, the Concessionaire should launch public awareness campaigns prior to commencement of operation through electronic and print media. The associated cost for advertisement / campaign shall be borne by the Concessionaire

2.7.1 Design of the Inspection station

The Concessionaire through competent engineer / consultants must prepare the design and drawings for the Inspection Station, in accordance to the technical requirements and minimum design drawing standards provided in this RFP, the Applicable Laws, the Applicable Permits and Good Industry Practice. The Concessionaire shall base the Designs and Drawings on the results of its soil and other investigations that to be conducted on Site.

Within 30 (thirty) Days of the date of commencement of Agreement, the Concessionaire shall submit the detailed Designs and Drawings for the construction works, along with calculations, in 3 (three) sets for the Authority's review. The Authority will review the design / drawings and inform the Concessionaire for any necessary changes to be made before site construction.

If the Authority fails to notify the Concessionaire for any comments, suggestions or modifications required within the 30 (thirty) days, then the designs and drawings submitted by the Concessionaire shall be considered final for construction.

2.7.2 Soil and Environmental Risks

The Concessionaire shall be responsible for undertaking all necessary surveys, explore environmental constraints and perform soil investigations for the sustainability of the proposed structure. It will be the responsibility of the Concessionaire to perform necessary investigations at their own expense on all the VICS sites. If any tests or reports indicate the presence of unsafe or undesirable condition, the Concessionaire shall either make any necessary repairs and/or cleanup of the site, or request for different site more suitable for intended use.

The Concessionaire shall inform the Authority of any such condition or for delays or damages caused by any cleanup, additional testing, or regarding identification of a replacement site.

The Concessionaire shall submit the environmental management plan in relation to the construction, commissioning, operations, maintenance and management of the facilities at the site for the approval of the relevant Government Authority, prior to commencement of the construction works. Once approved by the relevant Government Authority, the draft environmental management plan shall be the "Environmental Management Plan". The Concessionaire shall be responsible for strict compliance with the Environmental Management Plan during the Concession Period.

2.7.3 Requirements for Construction

The Concessionaire shall complete the construction works at its own cost and risk and achieve the functional date, at each site, in a manner that is:

1. in compliance with the Technical Requirements, the Applicable Laws, the Applicable Permits and Good Industry Practice;
2. safe and reliable for performance of the Services during the Services Period subject to normal wear and tear and Force Majeure; and
3. free from all material defects in design and workmanship.

Prior to commencement of the construction works, the Concessionaire shall complete planning and design process for the establishment of VICS stations through a reputed design consultancy and seek approval; required from any of the relevant/ concerned Government Authority. During the construction period, the Concessionaire shall take all necessary measures to maintain the safety and security of all goods, materials, facilities and the personnel at the Site.

2.7.4 Provision of Utilities

The Concessionaire shall be responsible for procuring all utilities, including electricity, water, telecommunications, sanitation and fuel, as required for the completion of the construction works and operation of the VICS station. It shall also be the responsibility of the Concessionaire to make alternative power arrangement to meet the schedule as well as unscheduled load shedding of electricity and gas.

Where the Concessionaire seeks to procure such utilities from Government Authorities, the Transport Department will make reasonable efforts to assist the Concessionaire in obtaining rates from such Government Authorities that are no higher than the rates offered to commercial or industrial users of such utilities.

2.7.5 Construction of the Vehicle Inspection Station (s) (VIS):

During the Construction Period, the Concessionaire shall:

4. Ensure that professionally competent persons are appointed to manage the construction works;
5. Provide adequate health safety at the site;
6. Undertake that all the construction works, materials, equipments, and systems are new,
7. Undertake that all materials, and equipments, are in good condition and construction works and procedures are in conformity to the technical requirements, good industry practice, the applicable laws and the applicable permits;
8. The Vehicle Inspection stations are fabricated, erected, installed and completed in accordance with the final design and drawings approved by the Authority ;

2.8 Testing and Commissioning of the Vehicle Inspection station(s) (VIS)

Refer to Annex B-VI for details.

2.9 Database Management System

Another important aspect for proper enforcement of this project is to develop a comprehensive management information system (MIS). It allows monitoring of the inspection process encompassing the inspection lanes, management offices, government offices, and vehicle registration system for inspection. The Concessionaire shall include an IT server system which includes:

- a. VID (Vehicle Inspection Database) system to collect, compile, highlight inspection data, and report to agencies
- b. Telecommunications network between inspection lanes and VID
- c. Public website for motorist information and reservation systems

The Concessionaire shall implement VID in such a manner that it should provide an on-line access to the GoPb oversight staff and the Concessionaire technical staff 24/7, 365 days a year. Furthermore, VID should be developed in such a way that it provides a secure connectivity to Internet web-based applications for public information, the vehicle repair industry, and other constituencies.

The VID shall include a Compliance Management Application having comprehensive tools to manage vehicle inspection schedules, fitness certificate status (issued date, expiry date, extended date, cancellation date, and next inspection due date), and vehicle compliance checks. Automated system reports shall alert appropriate staff of all newly non-compliant vehicles so that enforcement actions can be performed.

The IT server should include the following features:

- a. Transmit accurate vehicle data to the inspection lanes,
- b. Real-time monitoring of inspection process in each inspection facility
- c. Real-time reporting of inspection results to the GoPb database and MTMIS (Motor Transport Management Information System) for online record checks
- d. Automated production of management reports and support for data analysis
- e. Comprehensive vehicle compliance management, including Certificate of Fitness tracking and inspection schedule management
- f. Support for web-based applications and online booking
- g. Providing real-time communications between customer service agents, the motoring public, vehicle repair technicians, and inspectors in the facilities

2.10 Requirements of the IT System for VICS

The Concessionaire shall design and develop a turnkey solution for IT system, and shall be responsible to submit system architecture based on the following details:

2.10.1 Data Management Infrastructure

The VID technology solution shall include both hardware and software for collecting, storing, managing, administrating, and reporting the information of the vehicle inspections. All hardware and software for the VID shall interface with the vehicle inspection analyzer systems. The new VID shall be completely dedicated for this project, providing users with fast and secure access.

The central VID components shall include but not limited to:

- a. Routers and Modems
- b. Firewall
- c. Switches
- d. Application and Domain Servers
- e. Database Servers

- f. External Storage
- g. Tape Back-Up
- h. Rack, Monitor, KVM, and UPS
- i. Station Servers

The VID being based on open telecommunication protocols shall allow future expandability at low costs. The VID shall employ an n-Tier design to enhance security and performance by directing limited VID client traffic to a subset of servers.

2.10.2 Data Management Software

The VID system shall include a complete suite of custom software designed to centrally support all aspects of the vehicle inspection program, including program operations management and vehicle compliance management. Software applications on the VID shall include at least following:

- a. Communication to Lane Analyzer Systems
- b. Administrative Application
- c. Reporting Suite
- d. Banking/Payment Processing
- e. Registration Data Processing
- f. Communication to Government Systems
- g. Auditing Application
- h. Compliance Management Application
- i. Complete System and Data Security Solution

2.10.3 Data management System Interface with GoPb System

The VID system's management software suite shall allow interface with external system. Specifically to the Punjab 'VICS', this means integration with the MTMIS (Motor Transport Management Information System) and other necessary systems for information sharing such as:

- a. Vehicle inspection results to GoPb;
- b. Vehicle registration records into the VID (vehicle inspection database);
- c. Driver licensing data into the VID; and
- d. Token tax (road tax) management as when allowed by the Transport Department
- e. Use of VID database by E&T for token tax renewal

The system shall support manual and automated entry of all necessary information. This shall result in the ability to perform automated or manual record checks to ensure enforcement through token renewal security and inspection record security.

2.11 New Development in Technology

The Concessionaire shall time to time update the following components of the VICS to be in line with the latest technology and meet the future demand but not limited to:

1. Vehicle Inspection Testing Equipments
2. Vehicle Inspection Testing Procedure
3. Vehicle Inspection Testing Criteria
4. Enforcement Mechanism for Vehicle Inspections
5. Testing Emissions Standards for Vehicle Inspections
6. Vehicle Inspection Testing Data Base Management System / Application

The Concessionaire will bear all the costs associated with the technology update and must review time to time (at least once every two years) and report to the Authority for its consent and approval. The Authority may also identify and recommend certain components of the system for update.

2.12 Vehicle Inspection Interval

It will be mandatory for all Public Service Vehicles to register and obtain vehicle fitness certificate before ply. First time registration will be mandatory for all old and new vehicles however, newly manufactured vehicles will be given fitness certification exemption for a period of 24 months upon first registration in the VICS station. The time interval between inspections is given as per the following table.

Vehicle Type	First Time Registration and Inspection	Inspection Interval
Newly Manufactured PSVs	Due before plying on public road / highway	Every Six Months, twice a year. First renewal due after 24 months of registration.
Existing PSVs already plying in Punjab	Due as soon as the system is enforced	Every Six Months, twice a year.
Refurbished Vehicles	Due as soon as the system is enforced	Every Six Months, twice a year.

2.13 Vehicle Inspection and Certification Procedure

The following vehicle inspection procedure shall be given to the driver of the inspected vehicle on site:

Sr. No.	Vehicle Inspection Procedure	Status
1.	Vehicles with no defects	Issued a Fitness Certificate
2.	Vehicles with minor defects (do not imply road safety or environmental risks)	Issued an advisory note for necessary amendments.
3.	Vehicles with major defects (imply road safety or environmental risks)	Grant two weeks time for repair and come again for re-inspection (<i>will be</i>

		<i>allowed one free re-inspection).</i>
4.	Graved vehicles	Rendering it prohibited for road use and to operate as a PSV

Note:

The vehicles with major defects will be allowed only on public roads for the purpose of maintenance / repairs. After repairing, the vehicle shall be allowed for road use strictly on the closest way from the repair workshop to the nearest VICS station only for new inspection at a pre-booked inspection time.

Fitness Certificates shall be issued by the Concessionaire to road worthy vehicles valid for 6 months, however vehicles which are fit at the time of inspection but may need repair in the near future will be given advisory note to make necessary repairs in due time. It will be the sole responsibility of the driver / owners of the vehicle to make repairs in order to keep the vehicle in road worthy condition.

The Concessionaire shall develop and install vehicle inspection information management system which shall give information about the working of all inspection centers and the Authority shall have full access to the database for monitoring and validation purposes

The Concessionaire shall also embed software module for data of vehicle inspection during the process and generation of reports for the Authority

The Authority will make changes in the MVO 1965/ MVR 1969 accordingly and made it mandatory for the public service vehicles to affix RFID Windscreen Stickers for online quick enforcements.

2.14 Proposed Procedure of Issuance of Fitness Certificates

The proposed procedure to be adopted is as under:

1. Appoint for vehicle inspections is to be made via telephone, online or in person appearance.
2. Upon arrival at the specified station, date and time, series of tests will be performed and based on the vehicle condition a pass or fail certificate will be issued. If a vehicle fails a test, next date for free re-inspection will be assigned along with a failure report highlighting defects identified during the inspection process. The owner (driver) will be asked for mandatory repairs to obtain fitness certificate within 14days. During this period the vehicle will be allowed only to use public highway for accessing workshops to carry out repairs.
3. The vehicle owner upon mandatory repairs will revisit inspection centre for one free re-inspection. Any further inspection following the free re-inspection will be charged until fitness certificate is obtained
4. Vehicles with valid fitness certificates will be allowed to obtain Token Tax, route permit or vehicle registration document (in case of brand new vehicles) from the respective government offices

5. A renewal notice and a text message prior to the renewal date will be sent to the vehicle owner on the mobile number for a schedule re-inspection
6. During the whole process mentioned above from (1 – 5), the vehicle owner / driver may record complaint (if any) to the customer services cell.

2.15 Quality Assurance for VICS Stations

Refer to Annex-B-II (Minimum requirements for VICS stations) for details.

2.16 Program Operations and Monitoring

The Concessionaire shall implement two primary program monitoring methods: Operations Reports and an online Reporting Suite as part of the Vehicle Inspection Program's data management system.

1. The online Reporting Suite shall be available to inspection center staff as well as government staff. It should provide reporting tools that effectively ensure transparency to program operation as well as mechanisms for program monitoring.
2. The Reporting Suite shall be available all the time and allow the retrieval of Vehicle Inspection and Certification information to checking of vehicle fitness by the enforcement agencies.

2.16.1 Monthly Operations Reports

The Concessionaire must submit monthly operations report to the Transport Department and Third Party Independent Consultant/ Auditor for validation and monitoring purposes. The Concessionaire shall submit reports, both electronically and in hard-copy, to GoPb so that it can be reviewed under the Punjab Vehicle Inspection Program.

The following reports should be provided as a minimum requirement:

- a. A summary report, for each inspection station depicts details of inspected vehicles, tests performed etc.
- b. Reports shall also include summaries of all equipment calibrations and other quality control activities;
- c. A summary of all violations by stations and/or inspectors discovered through the audit programs;
- d. A summary of all vehicle emission inspections performed;
- e. A summary of motorist complaints and their resolutions; and
- f. A summary of public information activities about the Vehicle Inspection Program, including outreach activities.

In addition to the monthly Operational Reports, the Concessionaire must also provide any additional report requested by the GoPb for effective management and performance from time to time.

2.16.2 Online Reporting Tools

As part of the VID (Vehicle Inspection Database), the Concessionaire shall provide a suite of tools to GoPb that may be used to access and analyze program data. The Reporting suite shall be a secure Web based Browser based system allowing user friendly interface for online management and audits.

Authorized users shall have password protected access to an extensive range of reports that shall be invaluable in evaluating a broad range of operational parameters. Such reports can be used to evaluate factors such as program effectiveness, test quality, or consumer satisfaction. All reports generated by the system shall be provided in a number of formats including PDF, Word Doc, HTML, and Excel as per the user's choice.

The reporting system shall allow query, reporting, packaged reporting and ad-hoc report generation, the reporting system shall incorporate 2 primary subcomponents:

2.16.3 Analysis Methods

Comparison Means: The reports shall allow for inspector-to-inspector comparison and station-to-station performance comparisons and various assessments. The display filters shall be available to compare not only productivity but also factors such as fail rates, and much more. Graphical chart types shall be available for viewing the data, such as: Area Charts, Bar Charts, etc.

Trigger Analysis: The reporting system shall provide "Trigger" analysis to flag testing anomalies through the interface on real time basis. The Concessionaire shall develop a comprehensive set of anomaly reports that include elements such as:

- a. Waiting Time
- b. Input device used
- c. Average test period
- d. Pass/Fail analysis
- e. Abnormal test time analysis
- f. Network anomaly report
- g. Analyzer calibration pass/fail rates
- h. Number of off-line inspections
- i. Test period variation
- j. Retest result analysis
- k. Inspection lockouts
- l. Number of aborted tests
- m. Analyzer calibration drift rates

2.16.4 Customization of Search/Query Criteria

The VID shall allow GoPb and program staff to build queries by various search criteria, such as date, inspection station, vehicle registration number, inspector name / code. Detailed inspection data shall be available through drill-down hyperlinks.

2.16.5 Packaged Reports

Packaged Reports to be provided shall include pre-packaged reports, drawn on a replicated reporting database.

The contents of the package report and its design shall be finalized in consultation with the Transport Department to satisfy its need. Below is the list of reports which shall be included to formulate a detailed packaged report:

- a. Fee Reconciliation Reports (Summary and Daily Reconciliation for fees & billing)
- b. Productivity Reports (Station & Inspector)
- c. Inspection Type Summary
- d. Application Uptime Report
- e. Disposition of Failed Vehicles
- f. Station Report
- g. Motorist Complaint Reports
- h. Station and Inspector Violations
- i. Inspection Reports
- j. Audit Reports
- k. Failure Analysis
- l. Vehicle Tests
- m. Inspector Reports
- n. Aborted Test Report
- o. Inspection Network Summary Reports
- p. Test Volume Report
- q. Test Record Summary
- r. VIR and Certificate of Compliance Reports
- s. Fee Summary Report
- t. Station Status Report
- u. Inspection Unit Status Report
- v. Damage Claims Reports
- w. Results Reports (Detailed, Summary, and More)
- x. Public Relations Activity Reports
- y. Training Test Report
- z. QA Audit Report
- aa. Test Volume Report Details
- bb. Test Record Details
- cc. Equipment Lockouts

- dd. Registration Reports
- ee. Repair Effectiveness Reports
- ff. VID Communication Diagnostics

2.17 Staffing Plan and Local Workforce Development

2.17.1 Local Workforce Development

The establishment of a centralized Vehicle Inspection Program shall result in employment generation opportunities for the people of Punjab. Likewise, the Concessionaire shall be responsible for training of inspection facility staff, government staff, and independent vehicle repairers. Such training shall generate a local knowledge base and increased skills in computers, technology, vehicle diagnosis, vehicle repair, and customer service for the staff.

All efforts shall be made by the Concessionaire to hire employees from Punjab province; however, during initial VICS implementation phase; foreign staff shall be hired by the Concessionaire to enhance the capacity of locally hired professionals through transfer of knowledge.

2.17.2 Listing of Program Staffing

The program shall generate several skilled jobs. **However, resources in station shall be deployed to meet the demand.** The Concessionaire shall propose a staffing plan with positions described as follows:

- i. Managing Director: Business-oriented; similar to a project manager. Business degree and 3-5 years experience.
- ii. Tech/QA Manager: Engineering degree. 3-5 years experience with computerized equipment.
- iii. Trainers: 3-5 years experience in technical training.
- iv. Equipment Technicians: 3-5 years of experience as technician with computerized equipment.
- v. Area Manager and Area Operations manager: Business degree and 3-5 years experience. Sales & marketing background required and operations experience needed.
- vi. Station Manager/Station Operations manager: 1 per fixed stations. Business degree and 3-5 years experience. Operations experience needed.
- vii. Assistant Station Manager/ Assistant Station Operations Manager: at least 1 per fixed stations. Business degree and 2-3 years experience. Sales & marketing background required and operations experience needed.
- viii. Inspection QA Managers: At least 1 per fixed stations. Responsible for correct completion of each inspection and the issuance of official inspection certificates.

- ix. Station Administrators: At least 5 per fixed station location. Responsible for initiation of the inspection and correct entry of vehicle inspection data.
- x. Lane Chiefs: At least 5 per fixed station location. Responsible for proper operation of equipment and the inspection process by the inspectors, including approval of each inspection.
- xi. Vehicle Inspectors: 4 per lane plus 1 per motorcycle lane. Responsible for correct operation of the vehicle inspection.
- xii. Admin Assistant: Experienced in MS Office Suite. Good customer relations skills.
- xiii. Accountant/HR: Having experience in accounting and HR

2.17.3 Training Plan

The Concessionaire shall provide an extensive training for all 'VICS' and 'GoPb' staff using the VICS. The recruitment, hiring, training and certification processes shall provide a highly qualified and well-trained workforce. The Concessionaire shall hire qualified individuals who can train the staff associated with the VICS, ensure professional staff regularly evaluate their performance, and provide additional trainings if needed.

The training program for inspection staff shall be designed and conducted in a manner that comprehensive knowledge of following is delivered to the participants:

- a. The purpose, function, and goals of the project
- b. Motor Vehicles Laws, regulations and guidelines
- c. Air pollution problem, its causes and effects, with particular attention towards contribution from motor vehicles
- d. Effective components of vehicle safety
- e. Vehicle emissions and emission standards
- f. Vehicle inspection regulations and procedures
- g. Technical details of the test procedures and the rationale for their design and utilization
- h. Customer-service and public relation principles
- i. Stress management and complaint handling
- j. Safety.
- k. Importance of meeting performance standards and conducting vehicle inspections in accordance with GoPb-approved procedures.
- l. The Concessionaire /GOP relationship and expectations.

In addition to these skills, the training shall include hands-on instruction covering following topics:

- a. Customer-service / conflict resolution role-playing.
- b. Proper identification of vehicles, vehicle data record access, retrieval and validation.
- c. Emission control device function, configuration and inspection.

- d. Safety component inspection.
- e. Shop safety SOPs.
- f. Vehicle inspection equipment operation and maintenance.
- g. Vehicle inspection procedures.
- h. Conditions under which vehicles should be referred to a supervisor.
- i. Quality control procedures and their purpose.
- j. Safety and health issues related to the inspection process.

All inspectors shall have convenient access to training and certification materials through a computer-based information network accessible by authorized users from any Internet enabled computer. Traditional classroom and hands-on training shall be conducted in real-world testing environments. The Concessionaire shall propose a training plan and its implementation for the perusal approval of GoPb.

In addition to comprehensive program training, the Concessionaire shall provide formal training for all personnel handling customer service duties. This training must include the following:

- 1. Explanation of testing requirements
- 2. Use of the appropriate data management system interface
- 3. Vehicle registration issue resolution (in conjunction with the GoPb)
- 4. Customer relations
- 5. Complaint handling and conflict resolution
- 6. Email communications
- 7. Telephonic communications
- 8. Effective techniques for providing information

2.17.4 GoPb Staff

The Concessionaire shall provide a tutorial to all government personnel who shall be using the program's data management system and shall travel to locations where users need training as often as necessary. The training staff shall always be available to assist or provide training to government users either in groups or on an individual basis. The Concessionaire shall also provide data management system training for all government personnel whose work responsibilities require access to the data management system.

Data management system training shall include:

- a. Inspection Data Inquiry
- b. Inspection Transaction Processing and Tracking Capabilities
- c. Monitoring Capabilities
- d. Key Performance Indicators ("KPIs") Evaluation
- e. Program Management Reporting Suite
- f. File Transfer Capabilities
- g. All other necessary inspection data handling system functions
- h. GoPb Enforcement Staff

The Concessionaire may also propose hierarchy of GoPb enforcement staff and shall provide suitable training to enforcement staff. The enforcement team training should incorporate the course that will enhance their capacity to understand and use the enforcement technology like RFID etc.

2.18 Public Relations Plan

Public perception of the program benefits needs to be managed to assure program acceptance. The Concessionaire therefore must propose a plan to implement and manage advertising programs to effectively create public awareness of the Vehicle Inspection Program's necessity and benefits. The Concessionaire shall propose and fund a public information and education (PI&E) campaign that begins in advance of project start-up and continues well beyond.

Typical PI&E programs for vehicle inspection program implementation include:

1. Pre-launch announcements in various media outlets including newspapers, radio, billboards, and social media;
2. Discussion forums for key stakeholders in government and industry;
3. Participation in public events and conferences relevant to road safety and environment; and
4. The use of surveys to measure PI&E effectiveness and resulting adjustments.

2.19 Customer Care Management

The Concessionaire shall prepare and implement the customer care management plan for addressing customer complaints. The customer complaints should be resolved within 24 hours. The third party Independent Consultant/ Auditor will report to the GoPb about the Concessionaire performance in relation to the customer care.

2.20 Enforcement Methods

Active enforcement management is vital for the successful operation of the VICS project. The proposed enforcement methods for 'VICS' are as follow:

2.20.1 Enforcement through Registration Denial:

The Excise and Taxation Department will deny any registration unless a valid registration and fitness certificate is presented at the time of vehicle registration with E&T

2.20.2 Enforcement through Token Tax Denial:

The E&T department will refuse to provide road tax / token tax unless a valid fitness certificate is presented to the E&T at the time of token / road tax renewal

2.20.3 Enforcement through Route Permit Denial

The Transport Department will refuse to renew or issue route permit unless a valid fitness certificate is presented to the Transport Department at the time of Route Permit registration / renewal

2.20.4 Enforcement through the Transport Department Staff

The district administration through respective Secretary District Regional Transport Authority staff will be responsible to enforce the vehicle inspections and impound vehicles without valid fitness certificates

2.20.5 Enforcement through Traffic Police / Traffic Wardens

The district traffic police / traffic wardens will also enforce the vehicle inspection and will have the powers to penalize unfit vehicles on road.

2.21 Radio frequency identification technology (RFID)

The Concessionaire shall establish the system of 'RFID technology' as a tool for the enforcement staff to identify and validate unfit vehicles on roads. The RFID tags will be attached on the windshield of vehicles at the time of first inspection. The Concessionaire should provide at its own cost the RFID readers to the enforcement staff such as Traffic Police or DRTA staff for effective enforcement.

The RFID chip shall be provided free of charge by the concessionaire upon first time registration. Cost of any replacement chips (RFID) in case of damage or lost shall be borne by the vehicle owner. Price of chip / installation shall be determined by the Transport Department.

2.22 Compliance Rate for Inspections

The Transport Department, Government of Punjab shall ensure a minimum vehicle inspection compliance rate of **50%** in each vehicle category in accordance with **Table-1** of the Section 2.2.2. It is pertinent to mention that the figures of registered vehicles with the Excise and Taxation department given in the **Table-1** may change every year due to increase in vehicle growth and diminished vehicles. The Transport Department at the start of every financial year will obtain registered PSV data from E&T Department, apply vehicle reduction factor, and determine the compliance rate for the next target year. The PSV data mentioned in the table shall be used to calculate the compliance rate of starting year.

It is envisaged that the compliance rate will substantially improve with better performance standards, customer services and active enforcement. The Concessionaire may formulate the financial model based on the above and all other associated parameters given in this RFP. If the Authority fails to ensure minimum 50% compliance rate in any or all categories, the Concessionaire shall be entitled to claim compensation to an amount which is equivalent to

the revenue generated from the difference of committed and actual compliance rate. The GoPb share on revenue shall be subsequently adjusted. Where, some vehicle categories show higher compliance but others lower than 50%, the compensation will be subsequently adjusted considering revenue from higher compliance rate.

2.23 Others Inspections

In addition to the regular inspection of vehicles registered in the province Punjab the Concessionaire will be obliged to provide their paid services at an agreed rate to the GoPb in the following areas:

- a. Vehicle Inspection of crashed vehicles requested / required by police to determine any reason of crash.
- b. Vehicle inspections other than the routine inspections requested by the Transport Departments for vehicles or vehicles belonging to any other parts of Pakistan.
- c. Delegation/assignments by the GoPb for special tasks for example vehicle evaluation and inspections.

2.24 Government of Punjab Share

The GoPb Share is the financial bidding parameter, and bidders are asked to quote the maximum value as a commitment for GoPb share on gross annual revenue generated from vehicle inspections. Bidders shall fill the relevant sections of the Performa 6 attached at Annex A. There are three scenarios for the Concessionaire to pay the GoPb Share on gross annual revenue in conjunction with compliance rate as detailed below:

Scenario I: when Vehicle Compliance rate is equal to 50%

When the Vehicle Compliance rate is 50%, the Concessionaire shall only pay the GoPb Committed (the percentage amount which the bidder has quoted in the financial bid)

Scenario II: when Vehicle Compliance rate is greater than 50%

When the Vehicle Compliance rate is more than 50%, the Concessionaire shall pay the Committed (the percentage amount which the bidder has quoted in the financial bid) + 0.25% on every 1% increase above 50% compliance rate.

Scenario III: when Vehicle Compliance rate is less than 50%

When the Vehicle Compliance rate is less than 50%, the Concessionaire shall be entitled to claim compensation, equivalent to the revenue generated from inspection fee from difference between Committed (the percentage amount which the bidder has quoted in the financial bid) and Actual Compliance rate. The GoPb share on actual revenue shall be subsequently adjusted in the compensation.

2.25 Exemption Fee for New PSVs

It will be mandatory for all PSVs to register their vehicle(s) with the VICS. The owner must present all necessary information pertaining to the vehicle and its ownership for example, driving license, NIC etc. A unique code will be generated along with all other information stored on the system on an electronic tag called RFID for future references and monitoring. All registered vehicles will be inspected upon first registration and will be given due date for next inspection. However, newly manufactured vehicles (solely new and not refurbished / reconditioned / newly registered but used vehicles) will be given exemption for a period of two years.

2.26 Fee for Revisits

In case a vehicle fails to pass a fitness test, they will be given a failure report indicating faults and list of necessary repairs to fix before appearing for a retest. The next test (1st re-visit) will be free of charge and only items highlighted in the failure report will be evaluated. If however, repairs are not performed to the required standards they will be asked to repair and reappear for fitness tests. The fee for 1st visit and revisits in case of failing test are given below in the table.

Table-3: Proposed Fee Structure for Revisit

Visits	Time Limit*	Fee
1 st Visit	6 Months	Standard Fee (as per Performa 6)
1 st Re-Visit	2 Weeks	No Fee (Free of charge)
2 nd Re-Visit	1 Week	25 % of the Standard Fee in Presence of TPV
3 rd Re-Visit	1 Week	50% of the Standard Fee; In the Presence of TPV, and if found unfit shall be impounded.
*Time allowed for fixing necessary repairs. The unfit vehicle may be allowed to use public highway to access workshops for mandatory repairs, and vehicle inspection centre.		

2.27 Late Inspection Penalty

A late inspection penalty of 1% (of the inspection fee) per day will be charged from the customer. The Concessionaire shall, on behalf of the Authority, collect this amount through their invoice and pass on 50% of the late inspection penalty to the Authority.

2.28 Growth Rate in Vehicle Registration

A 4% annual growth in Public Service Vehicles may be assumed for the purpose of financial assessments however, it is strongly recommended that bidders may conduct their own studies and employ statistical techniques to determine the accurate 'growth rate' for their financial

assessments. The growth rate assumed by the Department also caters for diminishing vehicles due to fire, theft and accidents.

2.29 Transfer of VICS Infrastructure / Technology to GoPb

The Concessionaire upon completion of concession agreement i.e. twenty (20) years shall transfer all assets / infrastructure related to the VICS. The infrastructure (hard and soft components) should be in working condition and should have sufficient life (minimum 5 years) for operational use. In addition the Concessionaire should time to time update infrastructure, equipments and software to keep up with the latest technology and standards. The Concessionaire shall also ensure that the additional demand due to vehicular growth for vehicle inspections through the contractual period is catered for.

2.30 Third Party (Independent Consultant/ Auditor) Validation

The Authority in consultation with the Concessionaire will select the third party Independent Consultant/ Auditor through competitive bidding process for the auditing, monitoring and performance evaluation of the Concessionaire. The Authority through the third party Independent Consultant/ Auditor will review, monitor and audit vehicle inspection centers establishment and operation process to achieve project objectives and meet yearly performance targets. The Independent Consultant/ Auditor will review the Concessionaire performance time to time and on scheduled times regarding establishment and operation of VICS stations. The Independent Consultant/ Auditor shall fulfill its duties and obligations throughout the concession period. The main roles and responsibilities of the Independent Consultant/ Auditor are as below but are detailed in the Concession Agreement:

- a. Review construction design and drawings prepared by Concessionaire
- b. Report on construction deadlines to the Authority
- c. Report on equipment and specifications compliance to the Authority
- d. Report on station and equipment commissioning to the Authority
- e. Report on random inspections / surprise visits to the Authority
- f. Submit performance monitoring reports of the VICS stations to the Authority
- g. Database validation and verification
- h. Report on general issues and customer satisfaction
- i. Monthly and annual auditing (Financial / Performance)
- j. GoPb monthly share calculation and verification based on number of inspections performed per month
- k. Production of annual and monthly reports for the Authority
- l. Any other task assigned by the Authority

All fees, costs, charges and expenses payable to the hiring of services of Independent Consultant/ Auditor shall be borne 50% by the Concessionaire and the remaining 50% by the Transport Department. The Independent Consultant/ Auditor shall be required to act independently, reasonably, fairly and expeditiously in fulfilling its duties and obligations. The Independent Consultant/ Auditor shall at all times during the Concession Period, have

the right to enter upon and access the site equipment and the VICS station. The service of the Independent Consultant/ Auditor may be hired initially for a period of five (05) years after which it may be renewed on annual basis depending on performance and tasks / services required by the Authority.

The Independent Consultant/ Auditor shall have no Authority to instruct the Concessionaire directly. All the instructions to the Concessionaire will be conveyed in writing through the Authority. The Concessionaire and the Transport Department shall pay the Independent Consultant/ Auditor on monthly basis the fee (bid for) agreed for their services. The Authority has a sole right to terminate the agreement / contract on any stage subject to non obligation and poor performance of the Independent Consultant/ Auditor.

2.31 Concession Agreement

The concession period for the VICS will be for 20 (twenty) years from the date of signing the contract.

3. INSTRUCTIONS TO BIDDERS

3.1 Submission of Bid

The prequalified bidders are required to submit their sealed bids clearly stating the bidder's legal name and address contained in separate sealed envelopes in the manner given hereunder:

Sr. No.	Proposal reference	Requirements for submission
1	Technical Proposal	TECHNICAL PROPOSAL is to be submitted in triplicate (one original and two copies sealed in separate envelopes) placed in a single sealed envelope clearly marked as per the criteria as mentioned in section 1.5
2	Financial Proposal	FINANCIAL PROPOSAL is to be submitted in triplicate (one original and two copies sealed in separate envelopes) placed in a single sealed envelope clearly marked as per the criteria mentioned as mentioned in section 1.5

3.2 Deadline for Submission of Bids

- a. The proposals from bidders should reach on or before 27th February, 2014 no later than 1000 hours along with the Call Deposit Receipt / Demand Draft / Bank Draft, Tender Forms, Affidavits, etc. on the following address:
Additional Secretary Transport
Transport Department
11A, Egerton Road,
Lahore, PAKISTAN
E-mail: as.transport.punjab@gmail.com
Tel: 042 9920 1158 Fax: 042 9920 5363
- b. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- c. Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- d. Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- e. The Transport Department may, at its discretion, extend the deadline for submission of bids by issuing an addendum in which case all rights and obligations of the Transport Department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.3 Late Bids

Any bid received by the Transport Department after the deadline for submission of bids prescribed in this RFP will be returned unopened to the bidder.

Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of bid will be accomplished either in person, by messenger or by postal mail.

3.4 Modification, Substitution and Withdrawal of Bids

Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Transport Department prior to the deadline for submission of bids.

The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

No bid may be modified by a Bidder after the deadline for submission of bids.

Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

3.5 Language of the Bid

Proposals must be prepared in English language and submitted in hard copy form, as described. Proposals received through Fax or via E-mails shall not be accepted.

3.6 Currency of the bids

All monetary values quoted in the bid shall be in Pak Rupee.

3.7 Bid Security

Prospective bidders shall be required to submit Bid Security as mentioned in section 1.6. All bids must be accompanied by a Call Deposit Receipt / Demand Draft/ Bank Draft of the amount calculated as: **Bid Security = PKR 10 Million valid for 90 days**

The bidder shall submit bid security in favor of "The Transport Department" issued by a scheduled bank allowed/ carrying financial transactions in PAKISTAN. The Call Deposit Receipt (CDR) shall be enclosed in the Technical Proposal. The bid security shall be immediately discharged /returned to all unsuccessful bidders after notification of the name of the successful bidder by the Transport Department.

A bid security may be forfeited;

1. If the successful Bidder withdraws his bid before the period of bid validity
2. In case of successful bidder fails within the specified time to
 - i. Furnish the necessary performance security / guarantee

- ii. Sign the contract agreement

3.8 Performance Guarantee

Performance guarantee from the successful bidder shall be required as a guarantee against the level of service, penalties / fines, GoPb revenue share and transfer of VICS infrastructure / technology to GoPb. The amount of performance guarantee is based on the compliance rate for vehicle inspections and percentage of gross revenues from vehicle inspections. The ten (10%) Performance Guarantee factor shall be employed for the calculation. The value of performance guarantee will be calculated using the following formula:

$$\text{Performance Guarantee} = 10 \% \times \text{Gross Annual Revenue based on 50\% Compliance}$$

The Performance Guarantee shall be valid for a period of 5 (five) years, and will be returned / exchanged upon receiving new performance guarantee. The value of the new performance guarantee shall be based on the average compliance rate of inspections performed in the past years. A specimen of the Performance Guarantee is provided at Annex D.

3.9 Conformity to the Bidding Document

- i. To establish the conformity to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that conform to the specified requirements.
- ii. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics.

3.10 Bid Validity

Bid submitted by bidders must remain valid and open for acceptance for minimum three (3) months from the bid submission date. During this period the bidder shall maintain the availability of resources offered in his proposals. The Transport Department will make its best effort to complete procedure within this period. Should the need arise; the Transport Department may request bidder to extend the validity period of bid proposal. However, the bidder who does not agree to extension proposed by the Transport Department will have the right to refuse the extension.

3.11 Responsiveness of Bids

A bid will be considered non-responsive if the bidder fails to;

1. submit bids in accordance to the method specified in bid evaluation criteria
2. fill all the performas attached in Annex 'A'
3. submit bids documentary evidence establishing the qualification of the bidder and conformity to the bidding documents
4. submit bid bond/ security

5. agree with Service Performance Levels / KPI's (certifications to be provided by the Bidder)
6. submit system architecture for VID
7. submit technical submittals for the testing equipment
8. submit SOPs for the testing methods

3.12 Correction of Errors

Bids determined to be substantially responsive will be checked by the Transport Department for any arithmetic errors. Errors will be corrected by the Transport Department as follows:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- b. where there is a discrepancy in the total resulting from multiplying the proposed government share, the quoted percentage share will govern, unless in the opinion of the Transport Department there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

The amount stated in the bidding document will be adjusted by the Transport Department in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder and it shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited hereof.

3.13 Evaluation and Comparison of Bids

The Transport Department will only evaluate and compare bids that are substantially responsive. While evaluating bids, the Transport Department will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

1. making any correction for errors as described in Section 3.13;
2. excluding Provisional Sums and the provision, if any, for contingencies; and
3. making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation. If the Bid of the successful Bidder is found seriously unbalanced in relation to the Transport Department's estimate of the GoPb share from the VICS for inspection of vehicles (s), the department may require the Bidder to produce working and analysis of total cost associated with the establishment of the VICS.

After evaluation of the price analyses, the Transport Department may require that the amount of the Performance Security set forth to be increased at the expense of the successful Bidder to a level sufficient to protect the Transport Department against financial loss in the event of default of the successful bidder under the Contract.

3.14 Clarification Process and Briefing Notes

In case of any queries or clarifications regarding this RFP, please write to The Transport Department at:

Additional Secretary Transport
Transport Department
11A, Egerton Road,
Lahore, Pakistan
E-mail: as.transport.punjab@gmail.com
T: 0092 (0)42 9920 1158

In the interest of fairness, any clarifications issued to any bidder shall be posted on Punjab Portal: <http://www.punjab.gov.pk/transport>, and <http://www.ppra.punjab.gov.pk/> websites.

In case where the Transport Department requires any explanations or clarifications on the proposals submitted by the bidders, the Transport Department will contact the bidders in writing and the bidder shall be bound to respond. Such written responses received from the bidders will become part of their proposals.

3.15 Pre-bid Meeting

As part of the bidding process a pre-bid meeting for potential bidders will be held on 3rd January, 2014 at 10am at the Transport Department committee room, 11-A Egerton Road, Lahore. Participation of potential bidders in this meeting though not mandatory, however, is encouraged. This meeting will be aimed at providing an opportunity to the potential bidders for seeking any clarifications or explanations on the bid documents, scope of services to be provided, bidding process or any other matter important to the bidders. In the interest of productiveness of the pre-bid meeting, the bidders are requested, as far as possible, to submit their questions in writing. Minutes of the Meeting, including the text of the questions raised and the responses thereof shall be transmitted without delay to all bidders.

3.16 Cost of Proposals

The bidders shall bear all costs associated with the preparation and submission of the proposals in response to this RFP. Hence the costs of preparing the proposal/ offer as well as of negotiating the Agreement, including costs of participation in meeting will also not be reimbursable.

3.17 Cost of Project Preparation

According to the 'The Punjab Public Private Partnership for Infrastructure Act, 2010' the international consortium of firms have submitted the unsolicited proposal and have the first right to match the best bid. However, if the proposer (who prepared the unsolicited proposal)

fails to match the best bid, the Transport Department will direct the best bidder to reimburse the cost incurred in project preparation as mentioned in section 1.4.

3.18 Payment of Levies and Taxes:

It shall be the sole responsibility of the Concessionaire to pay all charges relating to the establishment of VICS in Punjab. The Concessionaire shall pay all taxes, levies and duties as per the rules and laws of GoPb and Pakistan. In addition to the above all the transportation, clearing and customs of all imported equipments and machineries shall be borne by the Concessionaire.

3.19 Confidentiality Issues

Information relating to the examination, clarification, evaluation, comparison of bids, and recommendations for the award of a contract, shall not be disclosed to any bidder or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Transport Department's processing of bids or decisions pertaining to the award of procurement may result in the forthwith rejection of the bidder's proposal and forfeiture of the bid bond. The Transport Department will only release any information reasonably required as the part of the proposal evaluation process (that is otherwise of confidential nature) with the consent of the concerned bidder.

3.20 Due Diligence by Bidders

The information contained in this RFP as well as any information appended hereto is being supplied to the bidders for their guidance only and the bidders at their own discretion may or may not use the information for the purposes of developing their proposals. The Transport Department will not assume any responsibility or liability for completeness, accuracy or up-dation of such information. Similarly the Transport Department assumes no responsibility or liability for completeness, accuracy or up-dation of the studies available with The Transport Department. In this respect the bidders are requested to conduct their own due diligence involving their technical, financial and legal personnel to verify or develop their own assumptions for the purposes of bid development and submission. Potential bidders shall verify the accuracy, reliability and completeness of the information provided in this RFP, however, as stated earlier they are entitled to perform project due diligence and wherever necessary obtain independent advice from appropriate sources. The Transport Department makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the project information. Each bidder shall conduct his own studies and analysis and is advised to collect and obtain any other information that may be necessary for evaluating the project and preparing the bid, at its own responsibility and cost. The bidders shall be deemed to have satisfied themselves before submitting their bids, as to the risks, contingencies and all other circumstances, which may influence or affect the project and subsequently their bids.

3.21 The Transport Department's Right to Terminate the Process

Notwithstanding anything contained in this RFP the Transport Department reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals / bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereto. The Transport Department reserves the right, at any time without assigning any reasons, to:

1. Cancel the bidding process
2. Cancel or disqualify any bid submitted by the bidders
3. Change/ alter any of the provisions of this RFP
4. Reject any bid submitted after the expiry of time and date for submission of bids

3.22 Grounds for Disqualification

Without limiting or restricting the generality of clause 3.21 above:

- a. The Transport Department reserves the right to reject any proposal and/or bid without assigning any reasons, if:
- b. At any time, a material misrepresentation is made or uncovered, or
- c. The bidder is found to be insolvent, or
- d. Any key personnel of the bidding organization or the consortia are found to be a proclaimed offender, or
- e. The bidder does not provide, within the specified time, the primary supplementary information sought by The Transport Department for evaluation of the proposal.
- f. The bid is found non-responsive.

Such misrepresentation / improper response shall lead to disqualification of the bidder. If bidder is a consortium, then the entire consortium shall be disqualified.

1. If such disqualification / rejection occur after the financial bids have been opened, but before signing of the Agreement, The Transport Department reserve the right to:
 1. Invite the remaining potential bidder(s) for consideration in accordance with the provisions of this RFP; or
 2. Take any such measures as it may deem fit at the sole discretion of The Transport Department, including removal of an individual bidder and /or annulment of the whole bidding process.
 3. The Transport Department reserves the right to verify all statements, information and documents submitted by the bidders in response to this RFP. The Transport Department's failure to undertake such verification shall neither relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Transport Department.

3.23 Manner of Opening of the Proposals

The manner of opening of the proposals should be read in conjunction with the Section 1.5. The technical proposals will be immediately opened after the end of deadline for submission of the proposals by the Transport Department's committee constituted for bid evaluation and the financial proposals shall remain sealed. Upon completion of the technical evaluation process, bidders receiving technical score of 65% or higher will be short listed and invited to attend the opening of sealed financial bids. Financial bids of all unsuccessful bidders, who didn't qualify in the technical evaluation, shall be returned unopened, along with the bid security. Only financial proposals of technically qualified bidders shall be opened by the Transport Department in front of authorized representatives of the bidders. After evaluation of the financial bid, the Bid security of unsuccessful bidders will be returned.

3.24 Proposal Considerations

3.24.1 The Transport Department's Rights

In issuing this RFP, The Transport Department retains the following rights:

1. Issuing addendum to the RFP, including extension or otherwise revising the timeline for submission of proposals.
2. Withdrawing, reissuing, or modifying this RFP.
3. Requesting clarification and/or additional information from the bidders at any point in the bidding process.
4. Facilitation and assistance in formulating supply agreement between supplier, Concessionaire s and financial institution / bank for smooth transaction.
5. Rejecting any or all proposals as may be deemed to be in the best interest of the Transport Department and the project.
6. Accept a proposal that offer the best possible, cost effective solution or offers the best overall value, which the Transport Department determines is in the best interest of the public of Punjab.
7. Discontinuing its discussions after commencing it with a selected bidder, if progress is unsatisfactory in the judgment of the Transport Department, and commencing discussions with another qualified bidder.

3.24.2 Consequence of Submission of Proposal

The submission of a proposal shall not, in any way, be deemed an agreement between the potential bidder and the Transport Department. Specifically, the following provisions apply upon submission of proposals by the bidders:

1. The Transport Department shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
2. Acceptance of a proposal by the Transport Department obligates the bidder to enter into good faith agreement negotiations based on the proposal submitted.

3.25 Post Qualification of the Bidder

1. The Transport Department will determine to its satisfaction whether the Bidder that is selected; is substantially responsive Bid and is qualified to perform the Contract satisfactorily.
2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Transport Department shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

3.26 Award of Contract

The Transport Department upon technical and financial evaluation will select the best bidder, the department will inform the consortium (who has submitted the unsolicited proposal) about the best bid and if the proposer matches the best bid received through the bidding process, the contract will be awarded to the consortium. However, if the proposer (who prepared the unsolicited proposal) fails to match the best bid, the Transport Department will direct the best bidder to reimburse the cost incurred in project preparation and the contract will be awarded to the best bidder according to the PPP Act 2010.

The Transport Department, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Concessionaire capacities, may require the Concessionaire to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not provided such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

3.27 Notification of Award

The Transport Department will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Transport Department and the Bidder till signing of the formal Contract Agreement. The successful bidder will be required to submit Performance Security within 10 days of issuance of letter of acceptance.

Upon furnishing by the successful Bidder of a Performance Security, the Transport Department will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

3.28 Signing of Contract Agreement

Within 10 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Transport Department will send the Draft Contract Agreement to the successful Bidder in the form provided in the Bidding Documents.

The formal Agreement between the Transport Department and the successful Bidder shall be executed within 10 days of the Notice of award from the Department.

3.29 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

3.30 Changes in Laws and Regulations

Unless otherwise specified, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Punjab, Pakistan that subsequently affects the Agreement Signing Date and/or the Subsidy (capital or operational) Price, then such Agreement Signing Date and/or Subsidy (capital or operational) Price shall be correspondingly increased or decreased, to the extent that the Concessionaire has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

3.31 Extensions of Time

If at any time during performance of the Contract, the Concessionaire or its personnel should encounter conditions impeding timely and efficient delivery of the services, the Concessionaire shall promptly notify the Transport Department in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Concessionaire's notice, the Transport Department shall evaluate the situation and may at its discretion extend the Concessionaire's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, a delay by the Concessionaire in the performance of its Services and Completion obligations shall render the Concessionaire liable to the imposition of liquidated damages mentioned in the contract, unless an extension of time is agreed upon.

3.32 Changes to the composition of the Consortium

There shall not be any change in the composition of the consortium under the normal circumstances during the Bidding Process. However, under special circumstances, substitution / addition may be considered by Evaluation Committee only once for one

substitution / addition in the members of the Consortium of the Bidder. The decision of Evaluation Committee either to approve or disapprove such substitution / addition shall be final and binding on the Bidder.

Evaluation Committee may permit change in the composition of a consortium during the bid process, only where:

1. The lead member continues to be the lead member of the consortium;
2. The substitute is at least equal, in terms of technical capacity and financial capacity, to the consortium member who is sought to be substituted and the modified consortium shall continue to meet the prequalification and short-listing criteria for the applicants; and

The new member(s) expressly adopt(s) the application already made on behalf of the consortium as if it were an original entity to it, and is not an applicant / member / associate of any other consortium bidding for this Project.

3.33 Acquisition of RFP Documents

The pre-qualified Bidders can obtain electronic copy of the RFP document from the office of the Transport Department.

3.34 Information provided by the Authority

1. Each Bidder is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Bidder.
2. No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Concession Agreement. The Authority and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Concession Agreement.
3. All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Authority's country. The Bidders are solely responsible for all

matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies.

3.35 Bidder's responsibility

1. The Authority has provided the Bidders with the documents summarizing the details of design and operation of 'VICS' stations. These documents shall only be interpreted as a guideline to submit bid. The Bidder upon its discretion is free to use these guidelines.
2. The Bidder shall be solely responsible for any deficiency in the design or operation of the 'VICS' stations based on the information received from the Authority. Any recommendations or designs provided by the Authority or/and the failure of the Authority to object to any design, drawing or specification or any change thereto shall not be construed as a waiver by the Authority of any of its rights or in any way relieve the Bidder of its obligations under the Bid or the Concession Agreement. Furtherance, the Bidder:
 1. shall be solely responsible for the technical feasibility, operational capability and reliability of the design of the 'VICS' stations and each component thereof, notwithstanding the source of information used for preparation of the design;
 2. accepts that no recommendation and/or review conducted by the Authority with respect to the design and operation of the 'VICS' station will relieve the Concessionaire of any of its obligations under the Bid or the Concession Agreement, and that the Authority undertakes no responsibility as to the quality of engineering or construction of the design and operation of the 'VICS' stations, or any component thereof; and
 3. Shall in no way represent or imply to any third party that, as a result of any guidelines or / and review by the Authority, the Authority is responsible for the engineering or construction soundness of the design and efficient operation of the 'VICS' stations, or any component thereof.

3.36 Key Performance Indicators for VICS

The Authority shall evaluate the performance of the Concessionaire by the predefined Key Performance Indicators (KPIs) through third party Independent Consultant/ Auditor ensuring serviceability, project targets, customer services and overall performance of the VICS are

being consistently met in an effective and efficient manner. Refer to Annex I for details of KPIs.

3.36.1 Concessionaire Performance

The Concessionaire Performance will be assessed against the following key areas:

a. Establishment of VICS Station

The Transport Department through third party Independent Consultant/ Auditor will review the Concessionaire performance against establishment of VICS stations. The third party will monitor the construction deadlines, infrastructure design, equipment specifications, station commissioning, performance targets, and testing standards against the standards defined by the Transport Department. Failing to comply with the Authority's requirements will result in fines and penalties Refer to Annex G for details

b. Targets for Accident Control

The Concessionaire must ensure that vehicle accidents due to mechanically failure / malfunctions are significantly reduced by controlling unfit vehicles on roads. The Transport Department will set targets time to time for Concessionaire to achieve on annual basis. The Concessionaire should meet the targets through inspection criteria regime. Failing to achieve set targets will result in fines and penalties Refer to Annex G for details. The targets for accidents control may be made stringent with the time.

c. Targets for Pollution Control

The Concessionaire must ensure that the environmental pollution due to unfit vehicles is significantly reduced by controlling unfit vehicles off the roads. The Transport Department will set targets for pollution control and review results annually in coordination with the Environmental Protection Agency. Failing to achieve set targets will result in fines and penalties Refer to Annex G for details. The targets for pollution control may be made stringent with the time.

d. Waiting Time

The Concessionaire must ensure that the average waiting time for vehicle inspection shall be kept to minimum and no vehicle shall wait unnecessarily in queues for procedural or administration processes. The Transport Department will set targets for vehicles waiting time, meeting international standards and will progressively update on yearly basis.

e. Latest Technology/Ease of use

Beyond the initial implementation, the Concessionaire shall apply update and maintenance strategy to utilize new technology throughout the contractual period. In addition the Concessionaire must ensure the application of advance technology from time to time in station infrastructure, vehicle inspections equipments, testing mechanism, database management and IT, etc. Similarly, the Concessionaire must ensure to train on latest technology and use to improve their performance & skills. Failing to comply with the Authority's requirements will result in fines and penalties as mentioned in Annex G.

3.36.2 Inspection Tests, Equipments and Algebra

It is mandatory for the Concessionaire to perform inspection tests as per the agreed standards i.e. ISO or EURO standards whichever is mutually agree. The Authority will time to time change the criteria to meet the desired objectives. Failing to comply with the Authority's requirements will result in fines and penalties. (Refer to Annex – G for details).

Infrastructure Maintenance

The Concessionaire must regularly maintain the infrastructure (building, equipments, database etc.) to keep it in operational condition throughout the contractual period. The third part Independent Consultant/ Auditor will perform routine checks and report to the Transport Department. Failing to comply with the Authority's requirements will result in fines and penalties mentioned in Annex G.

3.36.3 Infrastructure/Building / Facilities condition

Any change in infrastructure layout cannot be accomplished without written consent form the Transport Department e.g. changes in number of lanes. Furthermore, infrastructure (Administrative building, masjid, waiting area etc) condition will be assessed through periodic interval. The periodic assessment will reveal the condition and it should be free from following problems:

1. Roof or sidewall leakage
2. Structural Problem
3. Basement water / moisture infiltration
4. Poor ventilation system
5. Plumbing issues
6. Deteriorated paint
7. Poor carpeting/asphalting of road
8. Poor furniture
9. 'VICS' station cleanliness
10. Safety and security arrangement
11. Modification/variation in infrastructure/building/facilities
12. Failure of testing equipments
13. Malfunctioned in IT System

14. Malfunctioned in real time monitoring system

3.36.4 Staff Performance

The Concessionaire must ensure high level of staff performance. The Transport Department through third party Independent Consultant/ Auditor will arrange the periodic audit to assess the competency and behavior of station staff. Failing to comply with the Authority 's requirements will result in fines and penalties. The following parameters will be assessed:

1. Ineligible staff / Non- academic/qualified staff
2. Staff / Team Size
3. Verbal or physical ill-treatment with customer
4. Improper use of tools or apparatus by staff members

3.36.5 Customer Satisfaction

The Concessionaire must establish "Customer Care Management Cell" within the VICS station to undertake customer complaints (if any). The third party Independent Consultant/ Auditor will monitor the performance of the Concessionaire and inform the Transport Department time to time against the registered customer complaints. In case of too many complaints the Transport Department will penalize the Concessionaire as per the stated penalties mentioned in Annex G.

The Transport Department through third party Independent Consultant/ Auditor will use the following indicators to access the customer satisfaction:

1. Waiting Time
The average waiting time of vehicle should not exceed the agreed time provided in Annex B.
2. Inspection Time
Vehicle inspection time end – to –end should be as per the standards mentioned in the Annex B.
3. Operating Hours
The stations must be operational in the official working hours.
4. Vehicle damage
The Concessionaire to repair / compensate for any vehicle damage during inspection process
5. Booking/ Vehicle Inspection Appointment Issues

3.37 Technical Bid

Each Bidder shall submit a technical bid as per the technical evaluation criteria given below and fill the corresponding forms given in Annex A. Each Technical Bid shall be prepared in conformity with the technical specifications set forth in this document.

3.38 Financial Bid

Each Bidder shall submit a financial bid as per the financial evaluation criteria given below and fill the corresponding form given in Annex A. Bidders shall not amend or change the form in any way.

1. The Financial Bid shall include all taxes, duties, levies or charges of the Authority's country.
2. The Financial Bid shall be fixed and shall not be subject to change on any account, except in accordance with the Concession Agreement.
3. Financial Bid submitted with adjustable numbers shall be treated as non-responsive and shall be rejected.
4. The Financial Bid shall be quoted in Pakistani Rupees.

BID EVALUATION CRITERIA

Technical Evaluation Criteria for Establishment of VICS

This section of the RFP includes technical and financial evaluation for Establishment of VICS

Sr. No.	CRITERIA	MAXIMUM POINTS
I	Previous Public Private Partnership Experience	05
	Two and half points (2.5) points will be awarded for each project undertaken on PPP mode of similar nature. A maximum of five (05) points will be awarded for two or more projects undertaken on PPP mode. The Concessionaire / bidder must have minimum one (01) project undertaken on PPP mode to score in this section; no point will be awarded to a bidder without any experience of PPP mode.	
II	Previous Project Establishing Experience	15
	One and half (1.5) point will be awarded for each year experience in establishing vehicle inspections centers. A maximum of fifteen (15) points will be awarded for 10 years or more experience. The Concessionaire / bidder must have minimum three (03) years experience to score in this section; no point will be awarded to a bidder with less than three (03) years experience in this field.	
III	Previous Project Operation and Certification Experience	15
	One and half (1.5) point will be awarded for each year of operational and Certification experience in vehicle inspections. A maximum of fifteen (15) points will be awarded for 10 years or more experience. The Concessionaire / bidder must have minimum three (03) years experience to score in this section; no point will be awarded to a bidder with less than three (03) years experience in this field.	
IV	Number of Vehicle Inspection Stations in Operation	10
	One (01) point will be awarded for operations of three (3) inspection stations. A maximum of ten (10) points will be awarded for operations of thirty (30) inspection stations. The Concessionaire / bidder must have minimum three (03) operational vehicle inspection stations to score in this section; no point will be awarded to the bidder with less than three (03) operational inspection stations in this field.	
V	Experience in Enforcement through RFID	05
	One (01) point will be awarded for each project undertaken for vehicle fitness enforcement via RFID or ANPR (Automatic Number Plate Recognition System) and database development. A maximum of five (05) points will be awarded for 5 years or more experience. The Concessionaire / bidder must have minimum of two (02) years experience to score in this section; no point will be awarded to the bidder with less than two (02) years experience in this field.	
	Overall Total	50
Note: The prospective Concessionaire / bidder must obtain 65% or more score to qualify technical evaluation.		

Financial Evaluation Criteria for Establishment of VICS

Financial evaluation will be based on the highest amount of GoPb percentage share quoted by the bidder at Performa 6 in Annex A.

The Concessionaire must share a certain amount of the gross annual revenue with the GoPb. It is anticipated that the gross annual revenue for vehicle inspections will increase with the increase in inspection fee, vehicle growth, and compliance rate. The concessionaire shall submit the bid in accordance with the performa attached as Annex A for each operational year of the concession agreement.

ANNEXES

ANNEX – A: BIDDING DOCUMENT PERFORMA

(To be filled by bidder)

Checklist

Checklist of the Documents to be submitted for Technical and Financial Evaluation

Sr. No	Document	Page Number <i>(To be filled by Concessionaire)</i>	Please Tick if Attached
Technical Evaluation Criteria			
1	Previous Public Private Partnership Experience		
2	Previous Project Establishing Experience		
3	Previous Project Operation and Certification Experience		
4	Number of Vehicle Inspection Stations in Operation		
5	Experience in Enforcement through RFID		
6	Financial Bid Schedule		
7	System Architecture For VID		
8	Technical Submittals for Testing Equipment		
9	SOPs for Testing Methods		
10	Undertaking		
11	Power of Attorney for the Bid Signatory		

_____ (Seal)
 (Signature of Authorized Signatory)
 (Name, Title, Address, Date)

Performa 1 – Previous Public Private Partnership Experience

Max: 5 Points

(Attach documentary proof)

Select appropriate box, use tick in one box.			
Projects on PPP Mode	Allocated Points	Tick Box Below	Points Awarded <i>(To be Filled By The Transport Department)</i>
2 or Greater	5		
1	2.5		
Less than one project	0		
Total Points Scored <i>(To be Filled By The Transport Department)</i>			

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Performa 2 – Previous Project Establishing Experience

Max: 15 Points

(Attach documentary proof)

Select appropriate box, use tick in one box.			
Years of Project Establishing Experience	Allocated Points	Tick Box Below	Points Awarded <i>(To be Filled By The Transport Department)</i>
10 or Greater	15		
9	13.5		
8	12		
7	10.5		
6	9		
5	7.5		
4	6		
3	4.5		
Less than 3	0		
Total Points Scored <i>(To be Filled By The Transport Department)</i>			

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Performa 3 – Previous Project Operation and Certification Experience

Max: 15 Points

(Attach documentary proof)

Select appropriate box, use tick in one box.			
Years of Project Operation Experience	Allocated Points	Tick Box Below	Points Awarded <i>(To be Filled By The Transport Department)</i>
10 or Greater	15		
9	13.5		
8	12		
7	10.5		
6	9		
5	7.5		
4	6		
3	4.5		
Less than 3	0		
Total Points Scored <i>(To be Filled By The Transport Department)</i>			

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Performa 4– Number of Vehicle Inspection Stations in Operation

Max: 10 Points

(Attach documentary proof)

Select appropriate box, use tick in one box.			
Number of Vehicle Inspection Stations in Operation	Allocated Points	Tick Box Below	Points Awarded <i>(To be Filled By The Transport Department)</i>
30 or above	10		
27-29	9		
24-26	8		
21-23	7		
17-20	6		
14-16	5		
11-13	4		
7-10	3		
4-6	2		
3	1		
Less than 3	0		
Total Points Scored <i>(To be Filled By The Transport Department)</i>			

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Performa 5– Experience in Enforcement through RFID

Max: 5 Points

(Attach documentary proof)

Select appropriate box, use tick in one box.			
Years of Project Enforcement Experience through RFID	Allocated Points	Tick Box Below	Points Awarded <i>(To be Filled By The Transport Department)</i>
Greater than and equal to 5	5		
4	4		
3	3		
2	2		
1	1		
Less than 1	0		
Total Points Scored <i>(To be Filled By The Transport Department)</i>			

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Performa 6 - Financial Bid Schedule

We, M/s (Name of the bidder/firm) hereby certify that the quote submitted for vehicle inspection and certification is given below:

Compliance Rate	Government Share
Upto 50%	X % of the Gross Revenue
Above 50%	X % of Gross Revenue Generated from 50% compliance PLUS 0.25% for every 1% compliance above 50% of Gross Revenue Generated from Compliance above 50%

Important Note:

1. The Transport Department shall use the percentage of GoPb share on Gross Annual Revenue for the purpose of evaluation of financial bids
2. The percentage quoted shall be paid by the concessionaire on gross annual revenue throughout the concession period
3. The bidder shall use 50% vehicle compliance rate in each category for determination of financial bid
4. The GoPb share for vehicle compliance rate over 50% shall be split as per the details given in Section. 2.24

Gross revenue means Fee Collected (whether for first time inspection or for revisits) from testing of vehicles less any indirect taxes such as GST etc. that are collected on behalf of a Government Authority for preparation of financial model / bid

Late Inspection Penalty will not be included in Gross Revenue and will be shared according Article 1.6.

For and on behalf of _____

Signature _____

(Authorized Representative and Signatory)

Name of the Person _____

Designation _____

System Architecture for VID

We, M/s (Name of the bidder/firm) hereby certify that the System Architecture for VID is submitted below:

System Architecture for VID

For and on behalf of _____

Signature _____

(Authorized Representative and Signatory)

Name of the Person _____

Designation _____

Technical Submittals for Testing Equipment

We, M/s (Name of the bidder/firm) hereby certify that the Technical Submittals for Testing Equipment is submitted below:

Technical Submittals for Testing Equipment

For and on behalf of _____

Signature _____

(Authorized Representative and Signatory)

Name of the Person _____

Designation _____

SOPs for Testing Methods

We, M/s (Name of the bidder/firm) hereby certify that the SOPs for Testing Methods is submitted below:

SOPs for Testing Methods

For and on behalf of _____

Signature _____

(Authorized Representative and Signatory)

Name of the Person _____

Designation _____

UNDERTAKING

(On the Letterhead of the Bidder)

To,

The Additional Secretary Transport
Transport Department
11A, Egerton Road,
Lahore,
PAKISTAN

Subject: **Submission of Bid comprising Bid Security, Technical and Financial bid (proposed fee for inspections) for Establishment of Vehicles Inspection and Certification System (VICS)**

Dear Sir,

We confirm that we are not blacklisted by any Government Department/ Authority / Agency/ Institution or any local government in Pakistan or abroad to participate in the Construction, Establishment, Operation and Maintenance of VICS under Finance-Design-Build-Operate and Transfer (FDBOT) bases as on
(Bid Due Date)

Yours faithfully,

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Power of Attorney for the Bid Signatory

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we [name of the Company], having its Registered Office at [Address of the Company] (hereinafter referred to as “Company”):

WHEREAS in response to the Request for Proposal (RFP) for **Establishment of Vehicle Inspection and Certification System (VICS)**, the Company is submitting Bid Comprising Technical and Financial Bids for **Establishment of Vehicles Inspection and Certification System (VICS)** to TRANSPORT DEPARTMENT (The Transport Department), and is desirous of appointing an attorney for the purpose thereof.

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

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

To act as the Company’s official representative for submitting the Bid comprise Technical Bid and Financial Bid for the said project and other relevant documents in connection therewith;

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

To receive Letter of Award (LOA) and sign contracts /agreements for the propose aforesaid;

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

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 2013 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]	<hr/> [Name and designation of person]
--	---

ANNEX – B: MINIMUM STANDARDS AND SPECIFICATIONS

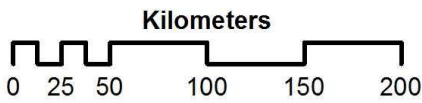
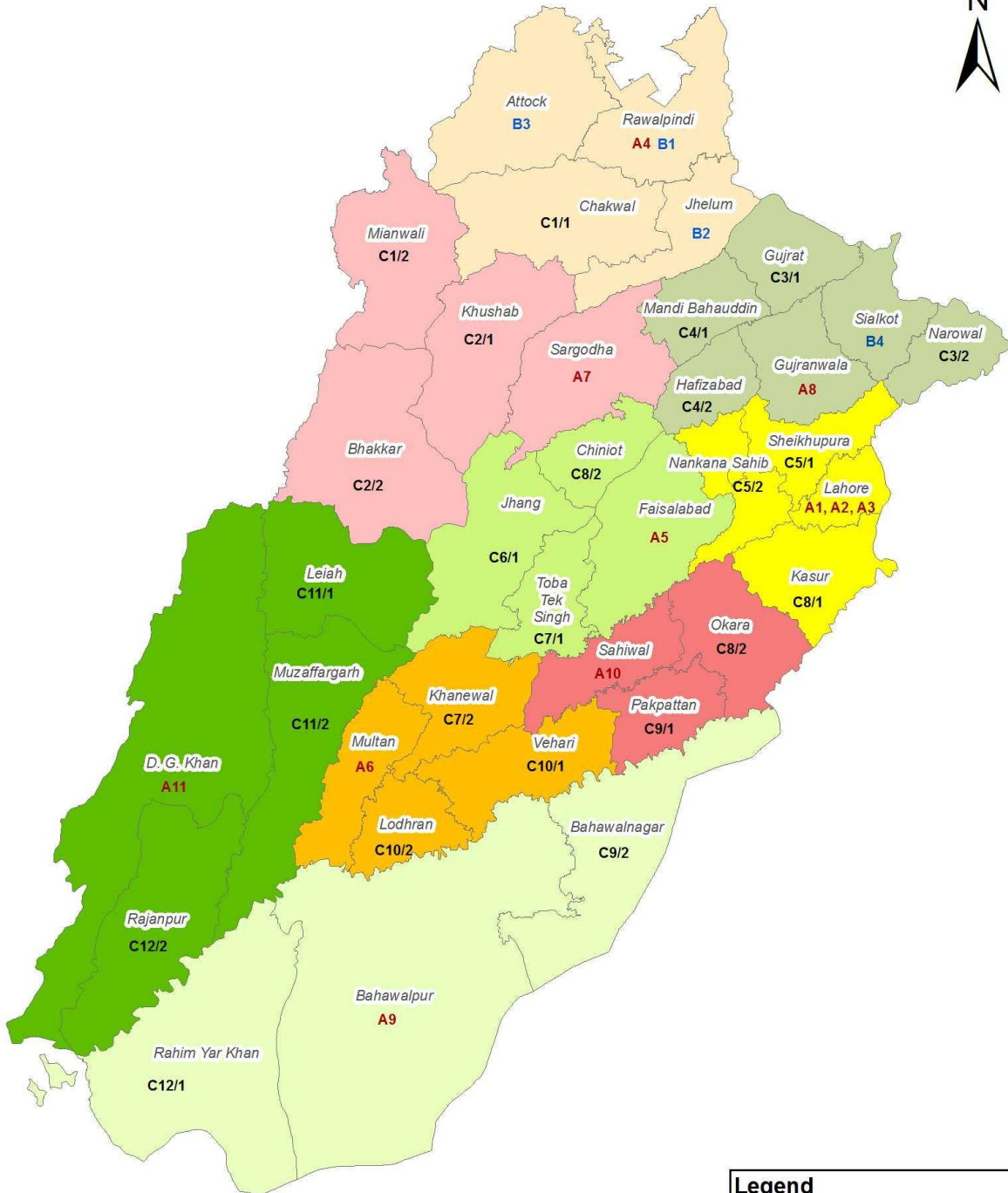
General Infrastructure Requirements for VICS Stations

1. The drawings and specification provided in the proceeding sections are the minimum requirements for VICS Stations
2. The Concessionaire shall ensure that all the inspection facilities established under this project are in accordance with the design drawings / technical specifications provided in this RFP.
3. The Concessionaire may be allowed to add additional features if required on written consent from the Transport Department
4. The Concessionaire will be entitled to develop/ establish larger size inspection stations, if they wish to, provided the availability of land at their own cost, however the minimum requirements in terms of construction and infrastructure shall be fulfilled
5. The Concessionaire must design, and develop the VIS through a competent engineer / consultant and contractor for development
6. The Prospective Concessionaire must obtain approval of detailed construction drawings from the relevant/ concerned departments/ agencies and the Transport Department
7. Each station must be designed individually with respect to area, location and type considering all environmental, geographical and demand constraints
8. Each station must have provision for future extension to cater the future demand

ANNEX B-I: LOCATIONS MAP



Proposed VICS Stations Punjab



Legend	
Division Name	
Lahore	Lahore
Bahawalpur	Multan
D. G. Khan	Rawalpindi
Faisalabad	Sahiwal
Gujranwala	Sargodha

ANNEX B-II: MINIMUM REQUIREMENTS FOR VICS STATIONS

Requirements for Fixed Facilities

Inspection Lanes

1. Each inspection facility shall be configured with multi-position inspection lanes that will be fully equipped with inspection equipments.
2. Motorcycle inspection facilities shall be adjacent to, but separate from, the Heavy Duty and Light Duty lanes at each inspection location.
3. All lanes shall include entrance and exit doors with a sufficient overhead clearance to allow for all sizes of vehicles to enter the bay without limitations. The heavy vehicle lanes shall accommodate vehicles up to 22 m long and 4.8 m high.

Internal Inspection Area

4. Steel roofing shall be provided to protect the inspection lanes from weather.
5. Inspection entrances and test equipment shall be protected by concrete filled steel bollards.
6. Proper ventilation system should be ensured

External Inspection Area

1. The Concessionaire shall design each 'VICS' station such that it has an unobstructed area of sufficient size to permit the full and proper external inspection of vehicles.
2. The area shall be large enough for the inspector to walk around and look under the entire vehicle and to fully open all doors, hoods, etc. without obstruction.

Administrative Building

3. Each inspection station shall include an administrative building, fully enclosed, as a part of the inspection station.
4. It shall includes:
 1. Station Manager Office.
 2. Staff offices.
 3. Reception area.
 4. Bathroom facilities (separate for male and female at every station)

5. Customer Care Management Center
 6. Customer Care waiting area.
 7. Employee break room.
 8. Archive storage area.
 9. Server room.
 10. Utility room for calibration gases, tools, etc.
 11. Sufficient space for parking areas, ingress, egress, and vehicle queuing lines on the premises.
 12. External lighting, security systems and other support accommodation.
5. The Prospective Concessionaire shall provide all preliminary floor plans to GoPb for review
 1. The proposed inspection stations should be attractive, energy-efficient and shall be designed to provide efficient use of floor space for equipment and personnel.
 2. Each station shall include its designated number of inspection lanes, dimensioned according to the vehicle type(s) served.
 3. The building design shall conform to GoPb zoning and building department regulations.
 4. The construction shall be concrete block masonry with a standing seam metal roof.
 5. All office areas and waiting rooms shall be air conditioned, ventilated and heated as appropriate and in conformance with local building codes.
 6. Office area floors shall have a sheet vinyl finish for easy maintenance. Office area walls shall be painted using semi-gloss enamel washable paint finish over gypsum wall board.
 7. Office area ceiling shall be 2 x 2 lay in tile with integral fluorescent light fixtures. All office windows shall have a solar reflective glazing, and shall have min-blinds to control solar penetration.
 8. The Utility room shall have a non-slip sealer. The calibration gas closet wall shall receive a plywood panel finish. Utility room walls shall receive a semi gloss enamel washable finish.
 9. Emergency exits at stations is mandatory

Others Considerations

10. Landscaping: The Concessionaire shall include landscaping for each of the inspection facilities. Sight barriers shall be provided as necessary to screen the station operations from neighbors.
11. Lighting: The facility and site lighting design shall provide illumination for the entrances, exits, queuing lanes, and parking areas during non-daylight business hours. Energy saving techniques and equipment shall be used extensively. For security purposes, appropriate lighting shall also be provided during non-daylight hours when the station is not open for business.
12. Paving: The Concessionaire shall provide adequate space for vehicles to be moved or stored on paved surfaces.
13. Security/ Surveillance: The Concessionaire shall provide adequate/ complete CCTV arrangement at each station/ inspection facility for security/ surveillance and monitoring purpose. The video monitoring shall also be accessible to the Transport Department vide web.

Minimum requirements for mobile inspection facilities

1. These inspection facilities will be served by mobile unit/van that will be fully equipped with all inspection equipments.
2. Other features of fixed inspection facilities like station manager office, staff office, server room, reception area, washroom, queuing area, landscaping etc have to be provided according to size and demand of mobile inspection facilities.

Inspection throughput analysis

The Concessionaire must establish a vehicle inspection lane to accommodate the following number of vehicles to be inspected per year:

1. 30,000 inspections per light duty lane
2. 10,000 inspections per heavy duty lane
3. 50,000 inspections per Rickshaw/motorcycle lane

Each mobile inspection unit shall accommodate a minimum of 10,000 vehicles annually (mixed heavy duty, light duty, and 3-wheeler).

Vehicle Inspection Facility Commissioning and Quality Assurance

The Concessionaire shall provide Turn-key Program Management Services to give the Authority a single point of contact for all aspects of a vehicle inspection program: specification, design, development, commissioning, inspector training, program operations, quality control, public outreach and more. The Prospective Concessionaire / Bidder shall offer extensive industry experience to ensure smooth program implementation and operation.

Lane Commissioning

4. The Lane Performance Procedures shall be performed on every lane after equipment installation, but prior to commissioning. It is crucial to check the fundamental compliance of the equipment to intended design specifications
5. The Concessionaire may hire a private consulting firm or use their Quality Assurance team to oversee the installation procedure, acceptance testing, and certification.

Commissioning and Calibration of Testing Equipment

The Concessionaire must ensure the testing equipment calibration and commissioning is in line with the international standards. The following commissioning procedure shall be followed:

1. Each test station shall be identified with a proper nameplate and serial number plus proper computer node ID.
2. System and component functional performance shall be checked for the computer and peripherals (modem, printer, monitor, keyboard, RFID reader, etc.)
3. All calibrations performed and all quality control parameters checked must be in accordance with the GoPb design specifications for gas analyzer calibrations.
4. Leak check verification shall be performed.
5. Brake tester, side-slip suspension and weight scales equipment shall be checked for accuracy.
6. Ambient Meters (i.e. humidity, temperature, and barometric pressure) shall be checked.

7. Gas Analyzers and Opacity meters shall be checked.

Only after all equipment, station, and training requirements have been fully met, the station shall be granted acceptance. Field units showing noncompliance shall be restricted for operation, until repaired. The Concessionaire shall ensure that the complete process of station certification is performed in a professional, efficient, and reliable manner.

Vehicle Inspection Time

The concessionaire must aim to follow the vehicle inspection time as given in the following table. The concessionaire shall adjust the operating times and days accordingly.

Inspection Time (min)		
HTV	LTV	Auto rickshaw
30	20	15

Vehicle Waiting Time

The maximum waiting time at stations for vehicle queue should not be more than 15minutes for any type of vehicle.

Operating Hours

The minimum operating hours for ‘VICS’ stations should not be less than 10 hours per day and minimum 6 working days per week. The Concessionaire may choose longer hours of operations to meet futuristic demand.

ANNEX B-III: DRAWINGS FOR TYPE A STATION

(Minimum requirements for Type A station)



Architect:
Arif Hameed

Designer:
Ozair Asad



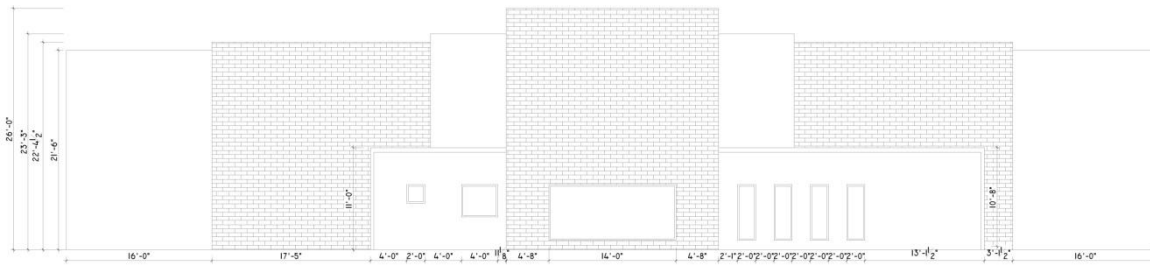
Architect:
Arif Hameed

Designer:
Ozair Asad



Architect:
Arif Hameed

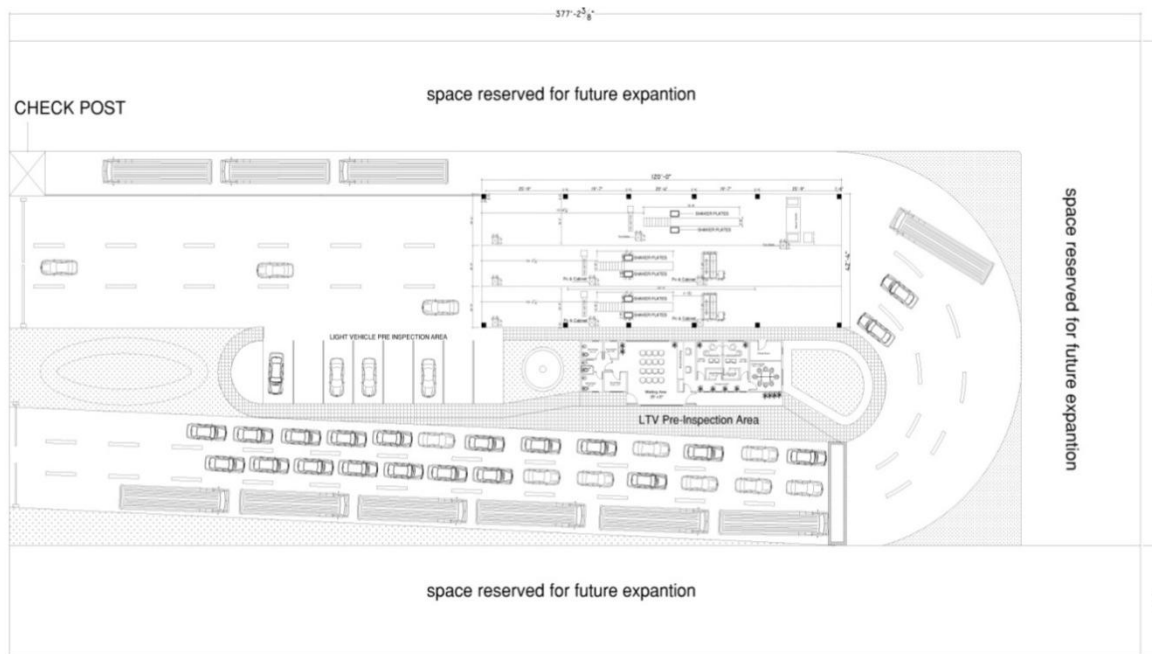
Designer:
Ozair Asad



FRONT ELEVATION

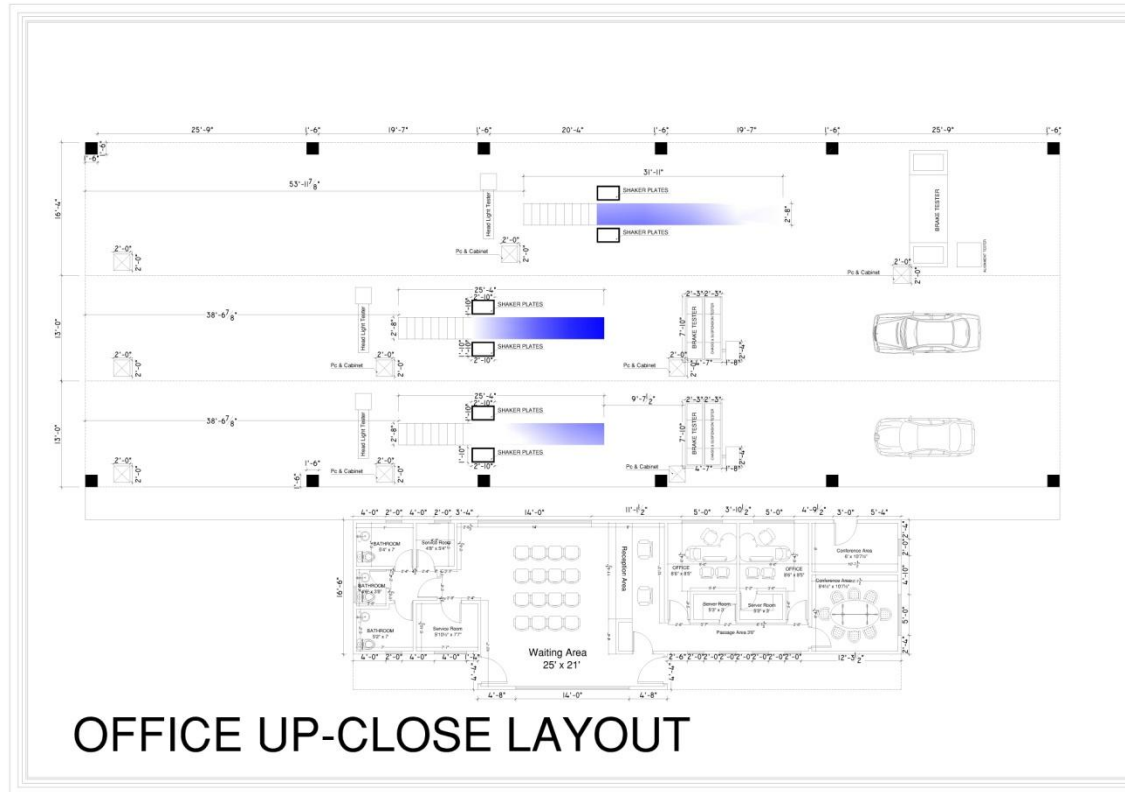
PROPOSED PLAN FOR
CONSTRUCTION OF
VEHICLE INSPECTION CENTRE.

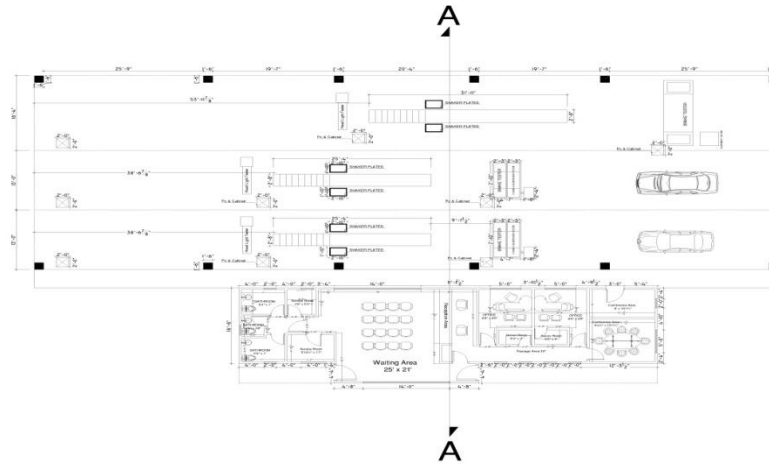
DESIGNED BY:-
M/S ENGINEERS CONCEPT.



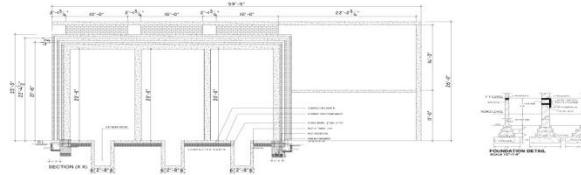
**PROPOSED PLAN FOR
CONSTRUCTION OF
VEHICLE INSPECTION CENTRE.**

**DESIGNED BY:-
M/S ENGINEERS CONCEPT.**



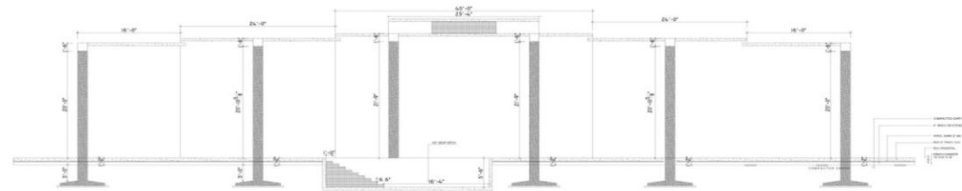


Section - AA

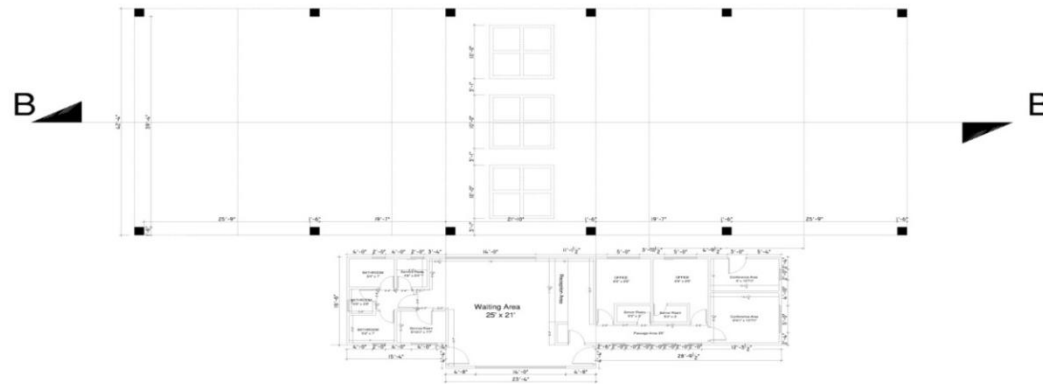


PROPOSED PLAN FOR
CONSTRUCTION OF
VEHICLE INSPECTION CENTRE.

DESIGNED BY:-
M/S ENGINEERS CONCEPT.



Section B-B



PROPOSED PLAN FOR
CONSTRUCTION OF
VEHICLE INSPECTION CENTRE.

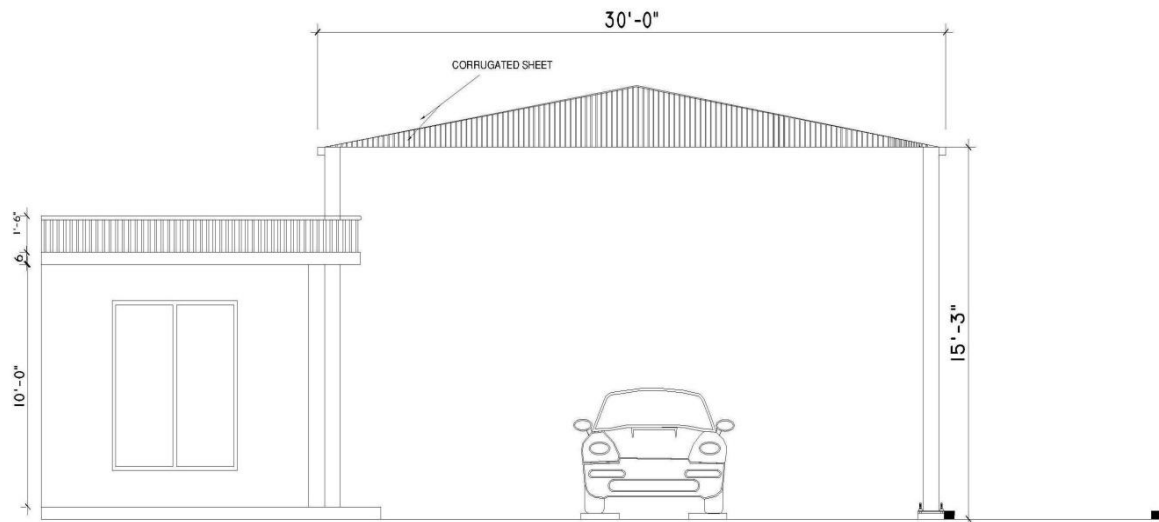
DESIGNED BY:-
M/S ENGINEERS CONCEPT.

ANNEX B-IV: DRAWINGS FOR TYPE B STATIONS

(Minimum requirements for Type B station)

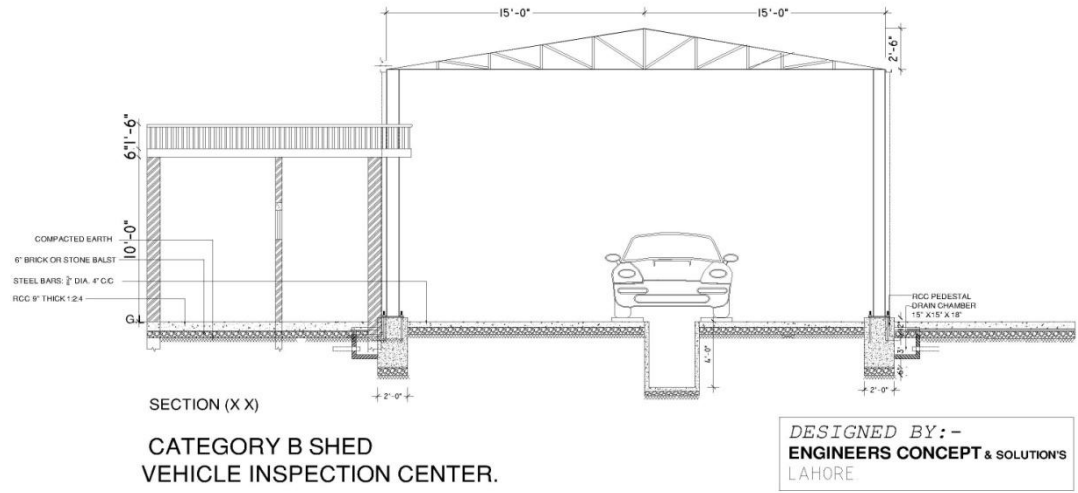
B-CATEGORY SHED

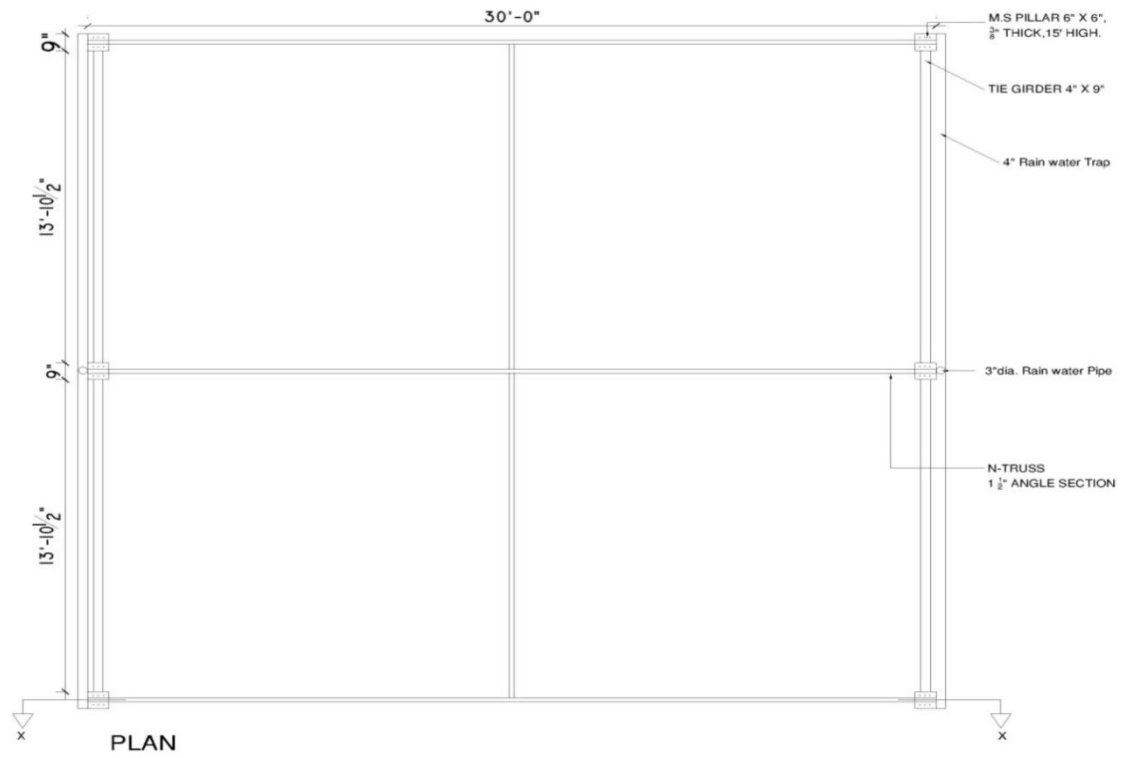


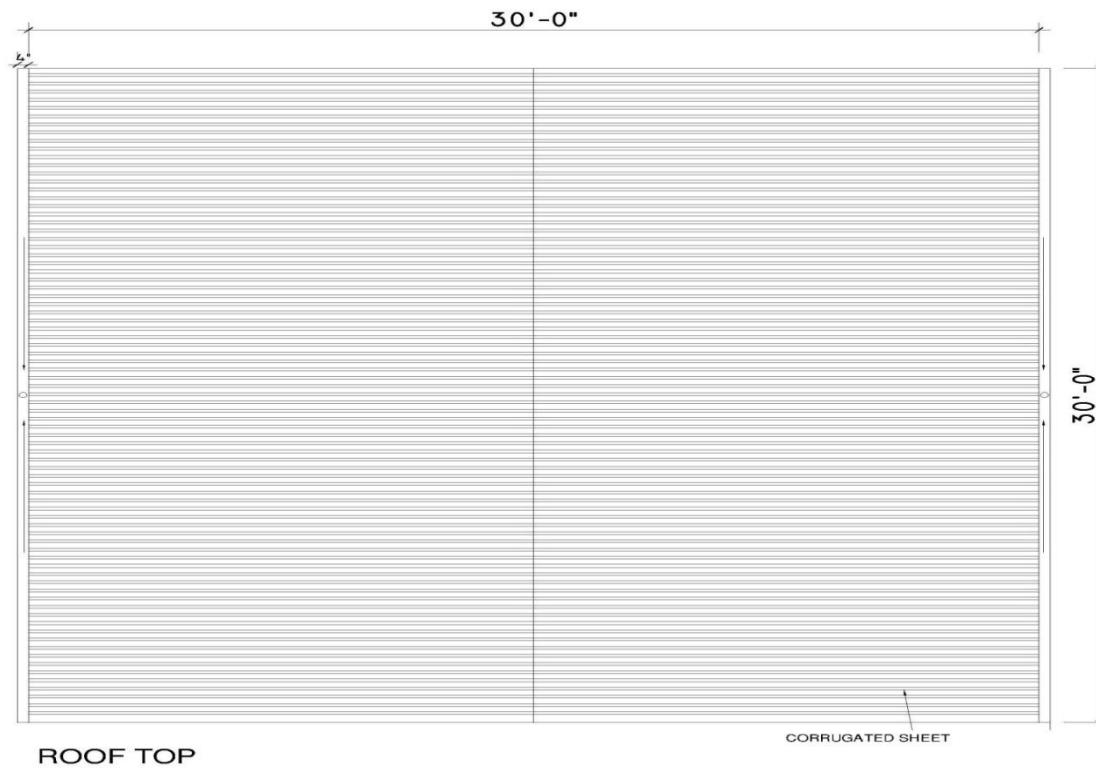


ELEVATION
CATEGORY B SHED

DESIGNED BY

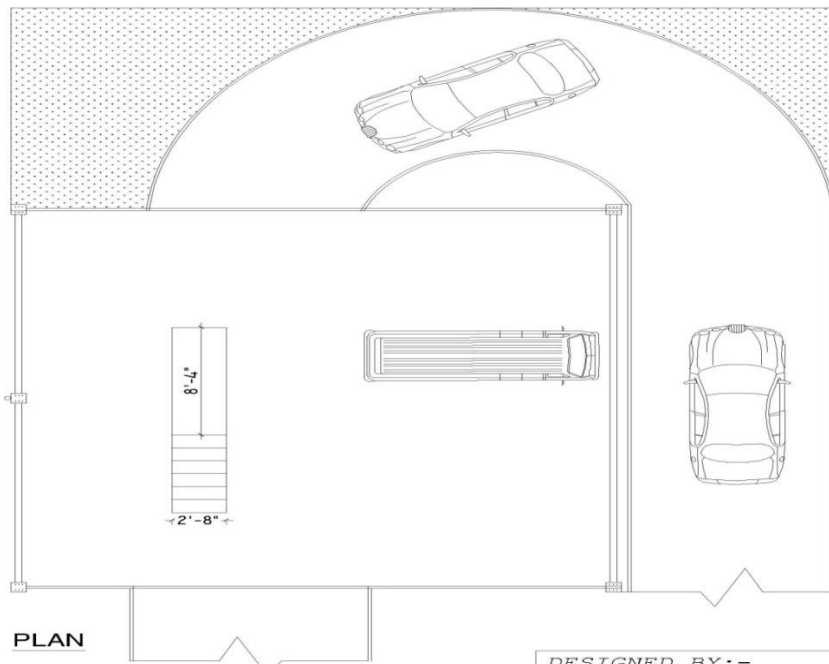






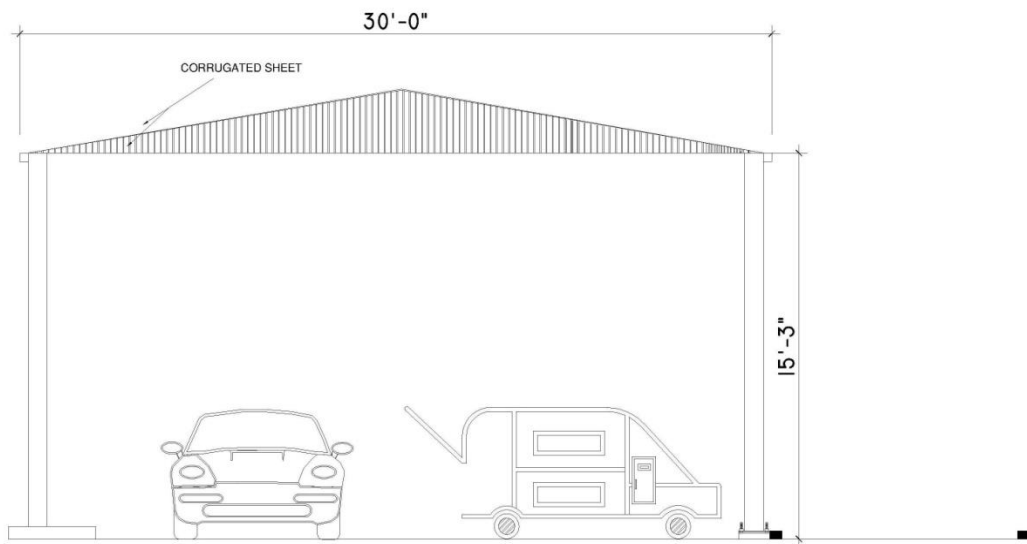
ANNEX B-V: DRAWINGS FOR TYPE C STATIONS

(Minimum requirements for Type C station)



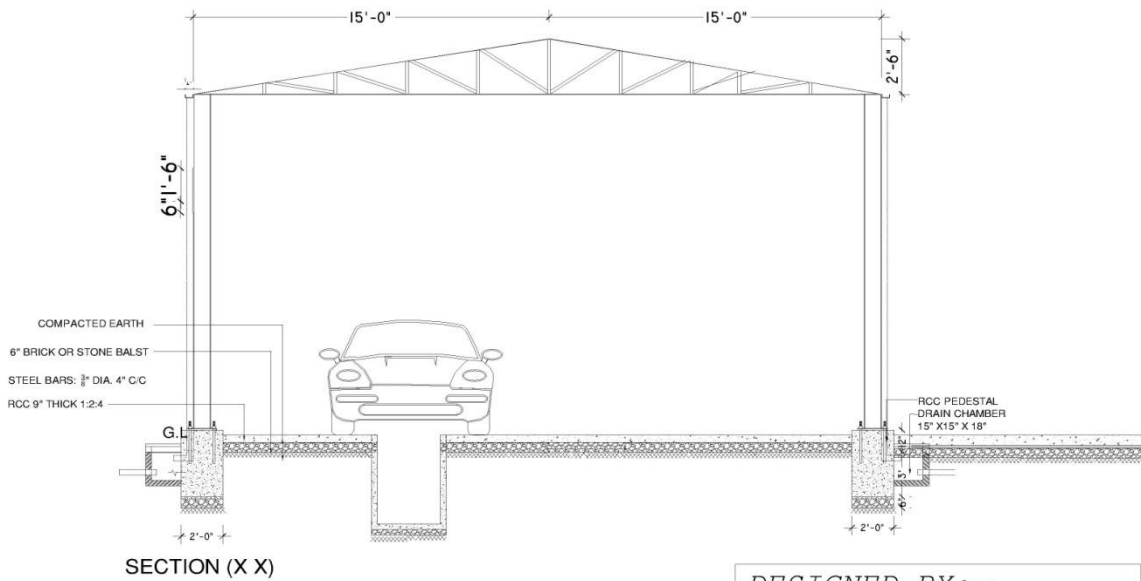
PLAN
CATEGORY C SHED
VEHICLE INSPECTION CENTER.

DESIGNED BY: -
ENGINEERS CONCEPT & SOLUTIONS
LAHORE.



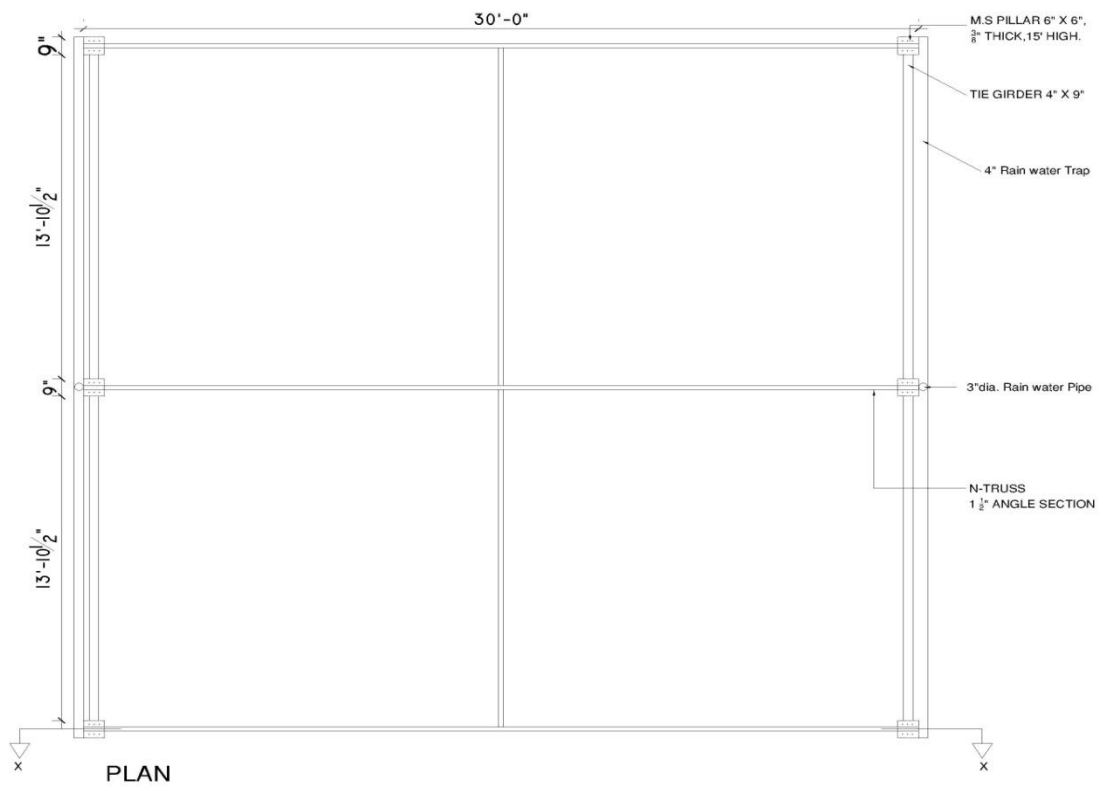
ELEVATION
CATEGORY C SHED
VEHICLE INSPECTION CENTER.

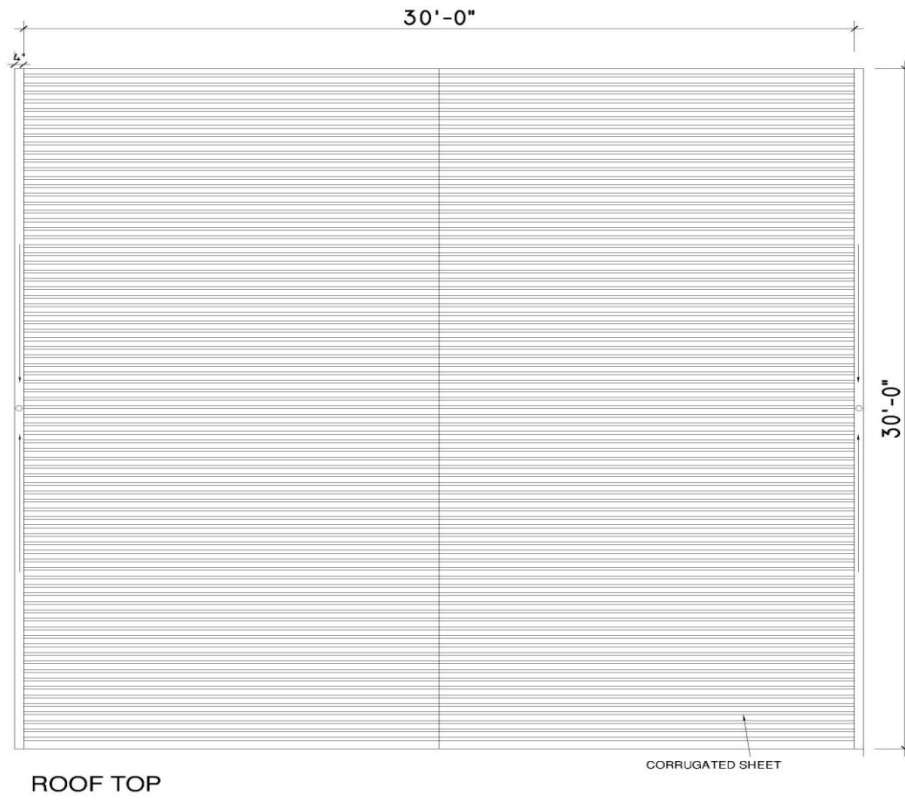
DESIGNED BY :-
ENGINEERS CONCEPT & SOLUTION'S
LAHORE.



**CATEGORY C SHED
VEHICLE INSPECTION CENTER.**

DESIGNED BY :-
ENGINEERS CONCEPT & SOLUTION'S
LAHORE.





ANNEX B-VI: EQUIPMENT SPECIFICATION

Vehicle Inspection Equipment Specifications

Inspection Equipment Specifications

Each of the inspection equipment shall meet or exceed the specifications provide herein:

1. Alignment (Side-slip) Tester

The alignment test shall be performed on an automatic, sliding metal plate tester with a frame built at ground level meeting or exceeding the following description:

1. Installation type: Hinge.
2. Minimum capacity: 1200 kg per wheel, light duty lanes; 5500 kg per wheel, heavy duty lanes
3. Minimum reading range: -15mm to +15 mm
4. Accuracy: 1 m / km
5. Dimensions (min.): Length: 0.6 m Width: 0,45 m, for light duty lanes; Length: 1.0 m Width: 0.80 m for heavy duty lanes
6. Speed Step: 4 km / h

1. Brake Tester

The equipment shall include automated brake testers meeting VOSA 2005 standards. The testers shall meet or exceed the following descriptions:

1. Installation: Fixed, set in the floor, screen and centralized control unit
2. Operation: Automatic, timed starts, start and stop manual for each set of rollers.
3. Type: Electric powered roller trawls.
4. Set Rollers, Light Duty Vehicles: Diameter: greater than or equal to 200 mm; Length: greater than or equal to 700 mm; Coated rollers to increase the coefficient of adhesion.
5. Set Rollers, Heavy Duty Vehicles: Diameter: greater than or equal to 190 mm; Length: greater or equal to 1000 mm; Coated rollers to increase the coefficient of adhesion.
6. Minimum Capacity, Light Duty Vehicles: 1200 kg per wheel.
7. Minimum Capacity, Heavy Duty Vehicles: 5500 kg per wheel.

8. Minimum Measuring Range, Light Duty Vehicles: 0 to 6.000 Newton per wheel.
9. Minimum Measuring Range, Heavy Duty Vehicles 0 to 30.000 Newton per wheel.
10. Coefficient of friction (μ) min: 0.8 dry; 0.7 in wet
11. Test Speed, Light Duty Vehicles: 2 to 5 km / h.
12. Test Speed, Heavy Duty Vehicles: Between 2 and 5 km / h.
13. Safety system including automatic stops in case of locking a wheel or slide which is adjustable between 20% to 30% percent between wheels of the vehicle and drive rollers.
14. Safety System including rollers fitted with a double contact whereby the same cannot be operated unless both wheels of the vehicle are placed on these rollers.
15. Safety System including emergency button quick disconnect.
16. Safety System including brake for easy manual or automatic vehicle leaving the rolls of brake testers.
17. Safety system enabling easy access out of the brake tester rollers (easy drive out).
18. Accuracy Requirement: Clear indication of measurement range $\pm 3\%$ of measured value; with misuse of the two indications for the wheels of the same axis as large as $\pm 2\%$ of measured value.
19. Scale: The brake tester shall incorporate a scale for the proper measurement of vehicle axle weight, unless integrated into another device of the inspection system.

1. Gas Analyzer

The system shall integrate a BAR97 certified gasoline emissions analyzer. The analyzer shall be the NDIR (Non-Dispersive Infrared) type used for vehicles with 4-cycle engines using gasoline, liquefied petroleum gas, natural gas or other alternative fuels.

The gas analyzer shall measure the following gases:

1. CO: Carbon Monoxide (% volume)
2. HC: Hydrocarbons (ppm)

3. CO₂: Carbon Dioxide (% volume)
4. O₂: Oxygen (% volume)

Additionally, the gas tester must meet the following characteristics:

5. Standard: Must meet standards of OIML "Class 0 and / or 1" (BAR97+)
6. Calibration: Must allow for calibration using an external calibration gas.
7. Repeatability: Repeatability must be within $\pm 2\%$ of full scale for five successive samples of a gas source.
8. Zero Calibration: Zero calibration shall occur automatically every time the pump is activated.
9. Other: The system shall detect indications of low flow conditions and leaks.

1. Headlight Tester

The system shall include a headlight tester that allows adjustment of the height and depth adjustment of light and the transverse displacement of a light rail alignment to one another.

The headlight tester shall support:

10. Measuring the light beam direction via collecting lenses.
11. Measurement of luminous intensity of the light beam by photoelectric cells that carry out the photometric analysis of the beam.
12. Minimum measuring range 0 to 125 KCD or from 0 to $2.69 * 10^5$ lux.
13. Minimum height adjustment from 300 to 1200 mm.
14. Adjustment, inspection, and testing via software.
15. Block check adjustment for all types of lights – high, low, and fog lamps – and optical unit adaptable to all types of projectors including ellipsoidal surfaces or more complex.
16. Universal ability to review all types of vehicular beam.
17. Connection to the information management system of inspection lanes, recording the values of the evidence directly, without manual entry by the Concessionaire.

1. Lift or Pit

The system shall encompass a vehicle lift (scissor-lift type) or constructed pit to allow the vehicle inspector to safely view the underside of the vehicle during the suspension inspection.

2. Noise Meter

The system shall incorporate a sound/noise meter device. The equipment provided for measurement of noise level must have the following characteristics:

18. Minimum measuring range from 50 to 110 dB.
19. Frequency weighting filter "A".
20. "Fast" answer capability.
21. Comply with type 2 IEC 61672, accredited by valid certificate.
22. Perform calibration by a sound calibrator that meets Class 1 according to IEC 61672 standard.

1. Opacity Meter

For measurement of diesel emissions, the system shall incorporate a partial flow opacity meter.

2. RPM Meter & Oil Temperature Gauge

The system shall incorporate RPM measurement devices and an oil temperature gauge. The RPM measurement devices shall include measurement types (such as contact and non-contact) to accommodate the detection of RPM on all vehicle types to ensure each vehicle is within the proper range for inspection. The temperature gauge shall be utilized to determine engine operating conditions during non-diesel emissions inspections.

3. Shaker Plates/Joint Tester

The system shall include a shaker-plate style joint tester which operates on both wheels of each axle and meets or exceeds the following specifications:

1. Type: Two mobile metal plates having longitudinal and transverse displacements, equal and opposing.
2. Drive: Hydraulic controlled by solenoid valves.
3. Detector Lamp: Halogen, portable, switch / inverter three positions.
4. Minimum Capacity, Light Duty Vehicles: 1200 kg per wheel.
5. Minimum Capacity, Heavy Duty Vehicles: 5500 kg per wheel.

1. Shock Absorber (Suspension) Tester

The shock absorber (suspension) tester shall accommodate all light duty vehicles and utilize the Boge resonance measuring system and incorporates a scale for measure the weight of each axle (unless such a scale is integrated into another device of the inspection system). The tester shall meet or exceed the following specifications:

1. Type: Automatic dual swing-plate type, recessed flush with the floor.
2. Drive: Electric motor for mechanical drives.
3. Vehicle Gauge: Accommodate vehicle gauge between approximately 900 mm and 1700 mm.
4. Minimum Capacity: Minimum capacity 1,200 kg per wheel.
5. Resolution: Minimum resolution: 1% efficiency, and 1 mm or 1 Hz amplitude

1. Tire Depth Gauge

The system shall incorporate a tire depth gauge for measurement of tire tread depth.

Testing and Commissioning of the Vehicle Inspection station(s) (VIS)

The Concessionaire shall only commence Vehicle Inspections upon successful completion of all construction works and equipment tests. The Concessionaire upon completion of construction works will formally write to the Authority requiring a representative presence at the Site where such VIS is located on the date(s) specified to carry out necessary Tests and inspections to determine that the VIS is in conformity with the requirements.

The Authority's representative shall have the right to confirm their/its availability for attending the Tests on the date(s) specified in the request. The Concessionaire shall inform the Authority at least 3 (three) Days prior to the Tests date(s).

If the Authority : determines that the results of the tests do not meet the Authority 's requirements or applicable law; or determines during the course of any test that the given VIS is not capable of demonstrating compliance of the construction, mechanical and electrical works with the required standards or specifications, the Authority will be entitled to suspend or delay such test, and the Concessionaire shall be responsible for, at its own cost and expense, remedying any defects or deficiencies in the given facility and for repeating the tests until such time that the Authority is satisfied. The Concessionaire shall not be entitled to any time extension for remedying such defects or deficiencies.

The Concessionaire shall maintain a proper record of all the tests conducted and the necessary measures taken by it to mitigate the defects and deficiencies, if any, in each of the VIS as indicated by the results of such tests. The Concessionaire shall provide at least 3 (three) copies of such test results to the Authority.

The Authority will respond promptly to any request for confirmation that the tests have been satisfied. Upon the Authority being satisfied that the tests have been successfully completed and that the given VIS can safely and reliably operate for services in accordance with the requirements and standard specifications the Authority will issue a completion certificate stating that the VIS is fit for inspections.

Upon the request of the Concessionaire, and if the tests are successful, the given facility can be operated for the vehicle inspections in accordance with the requirements

If the Authority determines that a VICS station or any part thereof does not conform to the specifications required and cannot be safely and reliably operated in the specified commercial manner, it shall forthwith issue a defect report thereof and send copies thereof to the Concessionaire. Upon receipt of such report, the Concessionaire shall remedy and rectify such defects or deficiencies and repeat the essential tests until the defects or deficiencies are rectified. The Concessionaire shall not be entitled to any time extension or compensation for costs incurred in complying/ rectifying such defects. A list of outstanding items shall be prepared only vis-à-vis these items, the absence of which does not directly affect the operation of a VICS station. All items mentioned in the list shall be completed by the Concessionaire within thirty (30) Days of the date of issue of the report.

Failure of the Concessionaire to complete all the outstanding Items within the time set forth in above for any reason, shall amount to a Concessionaire Event of Default and entitle the Authority to terminate the Agreement following written notice to Concessionaire.

For each VICS station, notwithstanding the successful completion of the Tests, the Authority shall not issue the Completion Certificate to the Concessionaire, until the following conditions have been fulfilled by the Concessionaire:

1. The completion of VIS in accordance to the required standards and specifications;
2. The submission to the Authority of 3 (three) sets of the "as built" drawings of that VIS;
3. The Concessionaire having completed or received from the Contractors the complete operation and maintenance (O&M) manual for the future operation and maintenance of that VIS;
4. The Concessionaire (or its O&M Contractor) having trained the O&M Personnel for the proper operations and maintenance of that VIS;
5. The Concessionaire having obtained all necessary Applicable Permits required for the O&M of that VIS and for the performance of the Services at that VIS during the Services Period;
6. The Concessionaire having obtained all necessary insurance covers for that Facility required during the Services Period;
7. The Concessionaire shall finance the 50% of the cost against the services of the Independent Consultant/ Auditor in accordance

ANNEX B-VII: INSPECTION TESTS

Vehicle Inspection Tests

The following tests should be performed for each type of PSV

1. Vehicle alignment inspection
2. Vehicle brake inspection
3. Vehicle visual inspection for rust or loose parts
4. Vehicle suspension verification
5. Vehicle headlight inspection
6. Vehicle emissions inspection
7. Vehicle noise inspection; and
8. Vehicle Seat Belt

ANNEX B-VIII: VEHICLE INSPECTION CRITERIA

Vehicle Inspection Test Passing/Failure Criteria

Inspection Test	Performance Measuring Indicator	Performance Measuring Unit	Range	Result	
Alignment Inspection	Lateral Deviation	m/KM	$- 8 \leq X \leq 8$	Pass	
			$- 10 \leq X \leq - 8$	$8 \leq X \leq 10$	Light Defect
			$- 12 \leq X \leq - 10$	$10 \leq X \leq 12$	Critical Defect
			$X < - 12$	$12 < X$	Very Critical Defect
Shock Absorber Test	Difference of Amplitude of dampener between left and right side of each axle.	%	$51 \leq X$	Pass	
			$41 \leq X \leq 50$	Light Defect	
			$30 \leq X \leq 40$	Critical Defect	
			$X \leq 29$	Very Critical Defect	
Service Brake Inspection	Imbalance	-	$0 \leq X \leq 14$	Pass	
			$15 \leq X \leq 20$	Light Defect	
			$21 \leq X \leq 30$	Light Defect / Critical Defect	
			$31 \leq X \leq 50$	Critical Defect	
	Efficiency	%	$51 \leq X$	Pass	
			$30 \leq X \leq 50$	Light Defect	
			$20 \leq X \leq 29$	Critical Defect	
			$0 \leq X \leq 19$	Very Critical Defect	
Parking Brake Inspection	Efficiency	%	$15 \leq X$	Pass	
			$10 \leq X \leq 14$	Light Defect	
			$1 \leq X \leq 9$	Critical Defect	
			0	Very Critical Defect	
Emergency Brake Inspection	Efficiency	%	$15 \leq X$	Pass	
			$10 \leq X \leq 14$	Light Defect	
			$1 \leq X \leq 9$	Critical Defect	
			0	Very Critical Defect	
LTV	Tire Tread	mm	$16 \leq X$	Pass	
			$0 \leq X < 16$	Critical Defect	

HTV	Tire Tread	mm	$20 \leq X$	Pass
			$0 \leq X < 20$	Critical Defect
High Beam	Intensity	Kcd	$20 \leq X$	Pass
			$1 \leq X < 20$	Light Defect
			0	Critical Defect
Low Beam	Intensity	Kcd	$75 \leq X$	Pass
			$0 \leq X < 75$	Light Defect
			0	Critical Defect
Low Beam	Intensity	Kcd	$30 \leq X$	Pass
			$0 \leq X < 30$	Light Defect
			0	Critical Defect
Model Year < = 1995	CO	%	$0 \leq X \leq 3.5$	Pass
			$3.5 < X$	Critical Defect
	CO + CO2	%	$0 \leq X \leq 10$	Pass
			$10 < X$	Critical Defect
HC	ppm	$0 \leq X \leq 400$	Pass	
		$400 < X$	Critical Defect	
Model Year 1996 - 2002	CO	%	$0 \leq X \leq 3$	Pass
			$3 < X$	Critical Defect
	CO + CO2	%	$0 \leq X \leq 10$	Pass
			$10 < X$	Critical Defect
HC	ppm	$0 \leq X \leq 300$	Pass	
		$300 < X$	Critical Defect	
Model Year > 2002	CO	%	$0 \leq X \leq 0.5$	Pass
			$0.5 < X$	Critical Defect
	CO + CO2	%	$0 \leq X \leq 12$	Pass
			$12 < X$	Critical Defect
HC	ppm	$0 \leq X \leq 100$	Pass	
		$100 < X$	Critical Defect	
Model Year < = 1995	Opacity	K (m ⁻¹)5	$0 \leq X \leq 30$	Pass
			$30 < X$	Critical Defect
		%	$0 \leq X \leq 72$	Pass
			$72 < X$	Critical Defect
Model Year 1996 - 2002	Opacity	K (m ⁻¹)5	$0 \leq X \leq 25$	Pass
			$25 < X$	Critical Defect
		%	$0 \leq X \leq 72$	Pass
			$72 < X$	Critical Defect
Model Year > 2002	Opacity	K (m ⁻¹)5	$0 \leq X \leq 21$	Pass
			$21 < X$	Critical Defect
		%	$0 \leq X \leq 60$	Pass

			$60 < X$	Critical Defect
Noise Inspection	Intensity	d B	$0 \leq X \leq 80$	Pass
			$81 \leq X \leq 90$	Light Defect
			$91 \leq X$	Critical Defect

ANNEX – C: BID BOND

BID BOND

ESTABLISHMENT OF VEHICLE INSPECTION AND CERTIFICATION SYSTEM (VICS) IN PUNJAB, PAKISTAN

WHEREAS, [name of Bidder, including names of all Consortium members] (hereinafter called the "Bidder") has submitted its bid (hereinafter called the "Bid") dated [date] for VICS in Punjab Project, Pakistan.

KNOW ALL PEOPLE by these presents that we [name of Bank] of [name of country] having our registered office at [address] (hereinafter called the "Bank") hereby unconditionally and irrevocably undertake to pay the Transport Department GoPb (hereinafter called the "Authority ") the sum of [Ten Million Pakistani Rupees (PKR 10 M)], in accordance with the following terms:

1. We shall pay the Authority immediately upon written demand and irrespective of any objection by the Bidder or any other party such amount or amounts as the Authority may demand not exceeding in the aggregate the above mentioned amount, namely [Ten Million Pakistani Rupees (PKR 10 M)], by transfer to the Authority's account at any bank in Pakistan or in any other manner acceptable to the Authority ; It is hereby agreed that any such demand made hereunder by the Authority shall be conclusive evidence of the default of the Bidder and the Authority shall be the sole judge thereof;
2. All payments made based on the Authority's demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed;
3. The undertakings contained in this guarantee constitute direct and fundamental obligations of the Bank and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source or any omission, act or proceeding by the Authority or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee;
4. This Guarantee will remain in full force up to and including [insert date which is 90 days from Bid Submission Date] (the "Expiration Date"). This Guarantee may be extended upon simple joint written demand of the Bidder and the Authority , for as long as such extension request is received by the Bank prior to the Expiration Date.
5. This guarantee shall be governed by and construed in accordance with the laws, regulations, decisions, rules and instructions of Pakistan and any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in Pakistan and according to the relevant Pakistani regulations, decisions, rules and instructions.

The Bank Authorized signatories

ANNEX – D: PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Transport Department
Government of the Punjab
11-A, Egerton Road,
Lahore
Pakistan

Dear Sir,

Ref; our Bank Guarantee No. _____ in the sum of
Rs. _____ Account No. _____ in
consideration of _____ agreement _____ with _____ M/s
_____ called Concessionaire and in consideration
for value received.

We M/s _____ (Name of Concessionaire) hereby agree and undertake as
followings:

1. To accept written intimation from you as conclusive and sufficient evidence of the existence of the default or breach as aforesaid on the part of (Concessionaire) and to make payment accordingly within 3 (three) days of receipt thereof.
2. To keep this guarantee in full force from the _____ Date _____ hereof for the time of five years or until it is verified / revised / replaced upon average annual revenue for inspections performed.
3. The amount of performance guarantee shall be verified / revised / adjusted from time to time (5 years) through third party validation by the Transport Department's approved Independent Consultant/ Auditor. Upon validation if performance guarantee is found to be more or less than the actual required amount, it shall be replaced by the required amount of performance guarantee. The performance guarantee shall be finally returned to the bidder within thirty (30) working days after the expiry of the contract period on written request from the Concessionaire.

4. That no grant of time or other indulgence to, amendment in the terms of the Contract by Agreement between the parties, or imposition or Agreement with (Concessionaire) in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.
5. This Guarantee shall be binding on us and our successor's interest and shall be Irrevocable.
6. This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the (Concessionaire).

(BANKER)

ANNEX – E: BID FORM

Date: _____

To

Mr. Babar Shafi
Additional Secretary
Transport Department,
Government of Punjab,
11-A Egerton Road, Lahore, Pakistan

Sub: ESTABLISHMENT OF VEHICLE INSPECTION AND CERTIFICATION SYSTEM (VICS) IN PUNJAB, PAKISTAN

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, offer to carry out all services and obligations of the Concessionaire under the Concession Agreement for:

Establishment of Vehicle Inspection and Certification System (VICS) in Punjab

in conformity with our Bid and the Bidding Documents

If our Bid is accepted, we undertake to provide the Performance Security (as defined in the Concession Agreement) in the form, in the amount and within the times specified in the Concession Agreement.

We hereby inform you that no circumstances have arisen or intervened during the period between the submission of our Prequalification Application and this Bid that (i) would result in us no longer meeting the Prequalification Criteria or (ii) would materially and adversely affect our ability to satisfactorily perform the services defined in the Concession Agreement if our Bid is accepted. We further inform you that, except as approved by you pursuant to the Prequalification Document, there have been no changes to the structure of our Consortium from that set forth in our Prequalification Application.

We agree to abide by this Bid, which consists of our Legal Documents, Technical Bid and Financial Bid (each as defined in the Bidding Documents), for a period of ninety (90) days from the Bids Submission Deadline as set forth in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Concession Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Bidding Documents, such provision is hereby withdrawn.

We understand that you are not bound to accept the lowest Financial Bid or any Bid you may receive.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Bid, and we shall indemnify the Authority fully in connection therewith.

[Signature]

In the capacity of

[Position]

Authorized to sign this Bid Form of

[Name of Bidder]

**ANNEX – F: PROJECT
DEVELOPMENT FEE
UNDERTAKING FORM**

(On the letter head of the Concessionaire)

Date:

To:

Additional Secretary
Transport Department
Government of the Punjab
11-A, Egerton Road,
Lahore
Pakistan

We [on behalf of the members of our Consortium] undertake to pay to the M/S _____ as a project preparation fee as set forth in the Concession Agreement in PKR 9.434 Million; if we are selected as the Successful Bidder for the Establishment of Vehicle Inspection and Certification System (VICS) in Punjab. This payment should be made under the section 19 of the unsolicited proposal for Public Private Partnership Act 2010, Government of Punjab as amended from time to time.

The Project Development Fee shall be paid to the bank account nominated by the M/S _____ within a period of 30 (thirty) days from the date of award of contract for Concession Agreement.

(Name & designation of the authorized signatory)

Date:

Place:

For and on behalf of.....

ANNEX – G: FINES AND PENALTIES

In case of breach of Key Performance indicators following penalties will be applied.

Sr. No	Fine Item / Description	1st Violation	2nd Violation	3rd Violation	4th and Subsequent Violation
1	Furnish, give, sell or attach a certificate of inspection without a complete inspection of the vehicle.	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
2	Fraudulent recording of information on any and all inspection records to include certificate of inspection, log sheet and/or relevant form.	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
3	Performing or diagnosing unnecessary repairs for the purpose of inspection.	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
4	Inspecting a vehicle at an unlicensed location.	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
5	Inspecting an unregistered vehicle and/or a vehicle without approved proof of insurance.	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
6	Failure of Replacement Sticker Agent to properly replace and affix certificate of inspection as required.	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
7	Inspection of a vehicle not owned by and registered to the fleet inspection station.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
8	Inspection by uncertified, unauthorized or suspended mechanic.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
9	Inspecting a vehicle with missing registration certificate or registration plate or validation sticker(s) or unreadable registration plate.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station

10	Failure to verify VIN and registration information with vehicle or inspection of a vehicle with unreadable or missing VIN plate.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
11	Faulty or incomplete inspection, inspecting a vehicle with inoperable, illegal or defective equipment.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
12	Inspection of a vehicle in a facility without the required tools, equipment, space or any of the requirements of the provisions for designation.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
13	Inspection of a vehicle of which the vehicle was taken on a road test by a mechanic with a suspended operator's license.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
14	Failure to return all Department materials to the Department immediately upon revocation, suspension, cancellation or discontinuance of business.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
15	Failure to comply with any of the provisions for inspection station designation.	Rs 6,000.00	Rs 11,000.00	Rs 15,000.00	Suspension of Station
16	Failure to produce inspection records or related work orders to the Department, or agent on request.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
17	Failure to maintain inspection log, or improper, inaccurate or incomplete recording of information on inspection records.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
18	Failure to assign correct expiration/date month on certificate of inspection.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
19	Failure to conspicuously display inspection station license, hourly rate or flat fee rate.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
20	Failure to notify the Department immediately in writing of changes of ownership, name or location affecting an Official Inspection Station.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station

21	Failure to report within two (2) business days of the loss or theft of certificate of inspection to the Department.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
22	Failure to immediately notify the Department of Motor Vehicles/Transport Department upon temporary or permanent closing of the inspection station or a change of business hours.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
23	Failure to affix certificate of inspection to correct vehicle.	Rs 1,250.00	Rs 1,500.00	Rs 1,750.00	Suspension of Station
24	Loaning certificates of inspection to or borrowing certificates of inspection from another inspection station.	Rs 1,250.00	Rs 1,500.00	Rs 1,750.00	Suspension of Station
25	Illegible recording of information on any and all inspection records to include certificate of inspection, log sheet and/or OBDII form.	Warning	Rs 500.00	Rs 1,250.00	Suspension of Station
26	Failure of 2nd mechanic to sign log sheet when primary Inspection Mechanic's operator's license is under suspension or does not hold a valid class or endorsement on driver's license; or holds a provisional inspection license.	Warning	Rs 500.00	Rs 1,250.00	Suspension of Station
27	Failure to maintain and/or update station's Periodic Inspection Manual.	Warning	Rs 500.00	Rs 1,250.00	Suspension of Station
28	Equipment Specifications not complying to the required standards	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
29	Station Commissioning Not complying to the date agreed	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
30	Testing Standards Not complying to the required standards	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station

31	Targets for Accident Control due to Malfunction Targets not achieved as desired	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
32	Targets for Pollution Control Targets not achieved as desired	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
33	Impact on Road Traffic Causing severe delays, queuing, and congestion	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
34	Latest Technology / Ease of use; Not complying to latest technology	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
35	Report Submission to Transport Department / Third Party; Late or No Submission	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
36	Inspection Tests, Equipment and Algebra; Not complying to the required standards	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
37	Equipment / Infrastructure maintenance; Stations not properly cleaned	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
38	'VICS' station cleanliness; Poorly maintained equipment and infrastructure	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
39	<ul style="list-style-type: none"> i. Not complying to required standards i.e. ii.No or defective fire alarm system iii.No first-aid kit arrangement iv.Improper lighting arrangement within station building and outside premises (at night) v.Improper security arrangement 	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
40	Modification / variation in infrastructure/ building / facilities without written consent and approval of the Transport Department	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station

41	Malfunctioned in IT System Faults / defects in data base, RFID, communication devices, servers or any other related devices	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
42	Ineligible or nonqualified staff Deployment of nonqualified and untrained / Unskilled Staff	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
43	Staff / Team Size; Not complying to requirement standards	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
44	Dishonored staff: i. Corrupt / Incapable to perform duties ii. Perform biased inspection	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
45	Verbal or physical ill-treatment with customer; Bad / Poor Public Dealing	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
46	Tools or Use of apparatus; Improper use of tools / Mishandling of tools, equipment, and apparatus	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
47	Waiting Time; Not conforming to the required standards	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
48	Inspection Time; Not complying to required standards	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station
49	Operating Hours; Not operating in agreed official working hours	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
50	Vehicle damage; Any damage associated to vehicle during inspection process	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
51	Overcharging of Inspection Fee; To overcharge fee other than agreed and approved by the Transport Department	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station

52	Appointment Schedule; i.Do not meet the schedule of already reserved vehicle inspection. ii.Do not update the website or inform regarding any variation in schedule. iii.Fail to inform/remind vehicle owners to renew fitness stickers on due date.	Rs 1,250.00	Rs 1,500.00	Rs 1,750.00	Suspension of Station
53	Customer information system breakdown; Information system either website or telephone fail to provide up to date information.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
54	Customer complaints; Frequent and multiple complaints by customers and not resolving within 24 hours.	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
55	Equipment Breakdown; Any inspection equipment fails to perform function and causing unforeseen delay in process	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
56	Equipment Failure / Power Outage; Equipment that is unable to perform inspections due to power failure or unforeseen defects which effect the inspections process	Rs 3,250.00	Rs 6,000.00	Rs 10,000.00	Suspension of Station
57	Infrastructure / Building / Facilities condition; Not conforming to the required standards	Rs 15,000.00	Rs 20,000.00	Rs 25,000.00	Suspension of Station

ANNEX – H: NOT USED

ANNEX – I: KEY PERFORMANCE INDICATORS (KPIS)

Sr. No	Key Performance Indicators / Description
1	Furnish, give, sell or attach a certificate of inspection without a complete inspection of the vehicle.
2	Fraudulent recording of information on any and all inspection records to include certificate of inspection, log sheet and/or relevant form.
3	Performing or diagnosing unnecessary repairs for the purpose of inspection.
4	Inspecting a vehicle at an unlicensed location.
5	Inspecting an unregistered vehicle and/or a vehicle without approved proof of insurance.
6	Failure of Replacement Sticker Agent to properly replace and affix certificate of inspection as required.
7	Inspection of a vehicle not owned by and registered to the fleet inspection station.
8	Inspection by uncertified, unauthorized or suspended mechanic.
9	Inspecting a vehicle with missing registration certificate or registration plate or validation sticker(s) or unreadable registration plate.
10	Failure to verify VIN and registration information with vehicle or inspection of a vehicle with unreadable or missing VIN plate.
11	Faulty or incomplete inspection, inspecting a vehicle with inoperable, illegal or defective equipment.
12	Inspection of a vehicle in a facility without the required tools, equipment, space or any of the requirements of the provisions for designation.
13	Inspection of a vehicle of which the vehicle was taken on a road test by a mechanic with a suspended operator's license.
14	Failure to return all Department materials to the Department immediately upon revocation, suspension, cancellation or discontinuance of business.
15	Failure to comply with any of the provisions for inspection station designation.
16	Failure to produce inspection records or related work orders to the Department, or agent on request.
17	Failure to maintain inspection log, or improper, inaccurate or incomplete recording of information on inspection records.
18	Failure to assign correct expiration/date month on certificate of inspection.
19	Failure to conspicuously display inspection station license, hourly rate or flat fee rate.
20	Failure to notify the Department immediately in writing of changes of ownership, name or location affecting an Official Inspection Station.
21	Failure to report within two (2) business days of the loss or theft of certificate of inspection to the Department.
22	Failure to immediately notify the Department of Motor Vehicles/Transport Department upon temporary or permanent closing of the inspection station or a change of business hours.
23	Failure to affix certificate of inspection to correct vehicle.
24	Loaning certificates of inspection to or borrowing certificates of inspection from another inspection station.
25	Illegible recording of information on any and all inspection records to include certificate of inspection, log sheet and/or OBDII form.
26	Failure of 2nd mechanic to sign log sheet when primary Inspection Mechanic's operator's license is under suspension or does not hold a valid class or endorsement on driver's license; or holds a provisional inspection license.
27	Failure to maintain and/or update station's Periodic Inspection Manual.
28	Equipment Specifications not complying to the required standards
29	Station Commissioning Not complying to the date agreed
30	Testing Standards Not complying to the required standards
31	Targets for Accident Control due to Malfunction Targets not achieved as desired

32	Targets for Pollution Control Targets not achieved as desired
33	Impact on Road Traffic Causing severe delays, queuing, and congestion
34	Latest Technology / Ease of use; Not complying to latest technology
35	Report Submission to Transport Department / Third Party; Late or No Submission
36	Inspection Tests, Equipment and Algebra; Not complying to the required standards
37	Equipment / Infrastructure maintenance; Stations not properly cleaned
38	'VICS' station cleanliness; Poorly maintained equipment and infrastructure
39	<ul style="list-style-type: none"> i. Not complying to required standards i.e. ii. No or defective fire alarm system iii. No first-aid kit arrangement iv. Improper lighting arrangement within station building and outside premises (at night) v. Improper security arrangement
40	Modification / variation in infrastructure/ building / facilities without written consent and approval of the Transport Department
41	Malfunctioned in IT System Faults / defects in data base, RFID, communication devices, servers or any other related devices
42	Ineligible or nonqualified staff Deployment of nonqualified and untrained / Unskilled Staff
43	Staff / Team Size; Not complying to requirement standards
44	Dishonoured staff: <ul style="list-style-type: none"> i. Corrupt / Incapable to perform duties ii. Perform biased inspection
45	Verbal or physical ill-treatment with customer; Bad / Poor Public Dealing
46	Tools or Use of apparatus; Improper use of tools / Mishandling of tools, equipment, and apparatus
47	Waiting Time; Not conforming to the required standards
48	Inspection Time; Not complying to required standards
49	Operating Hours; Not operating in agreed official working hours
50	Vehicle damage; Any damage associated to vehicle during inspection process
51	Overcharging of Inspection Fee; To overcharge fee other than agreed and approved by the Transport Department
52	Appointment Schedule; <ul style="list-style-type: none"> i. Do not meet the schedule of already reserved vehicle inspection. ii. Do not update the website or inform regarding any variation in schedule. iii. Fail to inform/remind vehicle owners to renew fitness stickers on due date.
53	Customer information system breakdown; Information system either website or telephone fail to provide up to date information.
54	Customer complaints; Frequent and multiple complaints by customers and not resolving within 24 hours.
55	Equipment Breakdown; Any inspection equipment fails to perform function and causing unforeseen delay in process
56	Equipment Failure / Power Outage; Equipment that is unable to perform inspections due to power failure or unforeseen defects which effect the inspections process
57	Infrastructure / Building / Facilities condition; Not conforming to the required standards

ANNEX –J: DEFINITION

Capitalized terms not defined herein shall have the meaning set forth in the Concession Agreement.

Authority	The Authority ” means the Government of the Punjab operating through the Secretary Transport Department or any other Department having administrative control over the transport sector of the Government of the Punjab in future.
Concessionaire	It means an investor who is considering whether to invest on a Project.
DoT	Transport Department Government of the Punjab.
Concession Period	The period from the Signing of Agreement and the arrival of functional date of a VICS station to the expiry of twenty (20) years.
E & T	Excise and Taxation Department Government of the Punjab.
Functional Date	The date of becoming functional of a vehicle inspection station as mentioned in agreement.
GOP	Government of Pakistan
GoPb	Government of Punjab
HTV	Heavy Traffic Vehicles
LTV	Light Traffic Vehicles
Private Vehicles	Vehicles other than PSVs registered in Punjab.
PSVs	Public Service Vehicles.
Qualified Bidders	Bidders who are qualified after the evaluation of Technical Bid.
Quoted Bid Amount	The amount quoted in the Financial Bid.
Request for Proposal (RFP)	It refers to this document to the Prequalified Bidders by Transport Department
Technical Requirements	Technical specifications as set out for an inspection station in this document.
VICS	Vehicle Inspection and Certification System in Punjab, Pakistan.
VIS	Vehicle Inspection Station
KPI	Key Performance Indicators
PPP	Public Private Partnership

ANNEX – K: DRAFT CONCESSION AGREEMENT
