

No. RT-25038/11/2017-RS
Government of India
Ministry of Road Transport &
Highways (Road Safety)

Transport Bhawan 1, Parliament Street
New Delhi-110001

Dated: 28th May, 2020

To,

Director, ARAI
Vetal Hill, Off Paud
Road, Kothrud, Pune

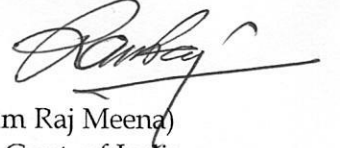
**Sub: - Supply of equipment to Inspection & Certification Centre sanctioned
during 12th Five year plan - Pre-Bid Queries -regarding.**

Sir,

I am directed to forward herewith a copy of approved reply of Pre- Bid
Queries for the tender of Supply of equipment to Inspection & Certification Centre
sanctioned in 12th Five Year Plan period for further necessary action.

Encl: as above

Yours faithfully



(Ram Raj Meena)
Under Secretary to the Govt. of India
Ph. 2371 8560

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Annexure to letter No. RT-25038/11/2017-RS dated ^{JA} 28 May, 2020

(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
Clause 5.4 EARNEST MONEY DEPOSIT	The Earnest Money Deposit of the successful Bidder will be returned upon acceptance of the Purchase Order, by the successful Bidder, and furnishing the Security Deposit, an amount equivalent to 10% of the value of purchase order through bank guarantee in favor of MoRTH.	<ul style="list-style-type: none"> • Security Amount as well as Performance Bank Guarantee amount of 10% is very high. • As per the Rule 171 of GFR 2017, To ensure due performance of the contract, performance security (PBG) is to be obtained from the successful bidder awarded the contract. Performance Security should be for an amount of five to ten percent of the value of the contract. 	MoRT&H agreed for 5% performance security (PBG) under clause 5.4
Clause 5.6 EARNEST MONEY DEPOSIT receipt of Performance Bank Guarantee of 10% of the Purchase Order. This date of acceptance by the executing agency will be the date of Start of Operation of the Test Centre for 24 months.	<ul style="list-style-type: none"> • Even in the last MoRTH tender it was 5%. • Suggested the requirement should be made as 5% instead of currently 10%. 	MoRT&H agreed for 5% PBG under clause 5.6
Clause no. 9.4 VALIDITY OF BIDS	Delivery schedule for equipment's at each site will be defined by MoRTH or their authorized representatives at the time of order finalization for that site based on the prevailing site conditions and estimated site work completion. Part delivery of equipment at each site is not allowed to the successful bidder.	<ul style="list-style-type: none"> • Please confirm the site-wise status of construction and readiness of the Centres. Please also confirm their likely date of completion of construction i.e. when these Centres can be ready for handover to the Successful Bidder. • The equipment supply will be made by the successful bidder to Centre from various vendors. Some of the equipment would be imported from abroad. So, equipment cannot be delivered together but at-least in two or three parts but not together. Secondly, Bidder cannot 	Delivery schedule for equipment's at each site will be defined by MoRTH or their authorized representatives at the time of order finalization for that site based on the prevailing site conditions and estimated site work completion. The equipment's should preferably be delivered to the respective site in single lot and in case of part delivery not more than three lots.

Rantay
28/5/2020

(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
		<p>start the process of installation of equipment unless they are inspected by the respective executive agencies. So, either inspection should be inspected once they are delivered which may be in two or maximum three parts else equipment inspection may be done after installation of the equipment also. So that, Bidder is not required to wait till inspection process is completed.</p>	
<p>Annexure 1. Clause 2</p>	<p>The Bidder shall have total responsibilityfor underbody inspection pits.</p>	<p>Please confirm and provide following information:- 1. Detailed location address of each site. 2. CAD Drawing of each site showing the building and shed. 3. Soil testing report of each site. 4. Shed size. 5. Shed height. 6. Location and distance electrical panel from shed.</p>	<p>Necessary information will be provided to bidders based on requests received. Bidder can consider Test shed size as (40m x 30m).</p>
<p>Annexure 1 Clause 2.2 Software Para 3</p>	<p>In general, throughputs of minimum twelve (12) vehicles per hour for the light duty lane and minimum eight (8) vehicles per hour per lane for the heavy duty lane should be achievable with trained inspectors. The test lane instruments must be designed to achieve the required throughput and duty cycle.</p>	<p>Throughput of 12 LD vehicle & 8 HD vehicle per hour seems very ambitious and practically not achievable. Besides, OBD test has also been included in this tender which will also consume more time. please confirm</p>	<p>No change. Original clause to be retained. This clause is to be considered for reference/general point of view as capabilities of the equipment.</p>
<p>Annexure</p>	<p>The Bidder is expected to</p>	<p>these Clauses are only to</p>	<p>No change. Original</p>

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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
1 Clause 3.1 Para 2.	perform at a throughput efficiency of typically eight vehicles per hour for Heavy Commercial Lanes and at least twelve vehicles per hour for Light commercial Lanes capable of 24x7 operations.	be considered for reference/general point of view as capabilities of the equipment.	clause to be retained. This clause is to be considered for reference/general point of view as capabilities of the equipment.
Annexure 1. Clause 2.2 Software Para.2	Software to include facility for intimation of fitness test due through mail/Mobile/SMS.	Final fitness certificate is issued by RTO and Center will not have access to the Pass/ Fail data. It is suggested that Bidder will/can send sms / mail to only those vehicles who have passed as per Vehicle Testing report record of the Center.	No change. Original clause to be retained. (The requirement is of intimation of fitness test due. This will enable operator in scheduling the test.)
Annexure 1 Clause 3.2, Service Support	In the event of unsatisfactory performance of the bidder in operating the test centers, executing agency will have right to select another vendor for operation of the test lane with prior approval of MoRTH. However, the responsibility of providing the comprehensive AMC and warranty services remains with the successful bidder only.	In case such unfortunate event arises and MoRTH has to exercise the right to change Operator, successful Bidder as equipment supplier has to provide warranty and AMC services. Successful bidder will be able to provide Warranty and AMC services only when the alternate Selected Operator operates the installed equipment in right manner, responsibly and exactly as per the advice of equipment manufacturer.	Successful bidder to provide necessary operational training to the new operator. Responsibility of AMC & warranty will rest with successful bidder. No additional payment for training will be given to Bidder
Annexure 1 Clause 5, OperationsThe bidder will be responsible for providing housekeeping, security, maintenance of construction and utilities and servicing of utilities like DG set, UPS, Compressor, panels etc. for the period of two years of operation.....	Equipment to be supplied will be the property of the Government and not of Bidder. As per this tender conditions, it will become the property of State Government on commissioning. As per our experience	Security of test centres shall be the responsibility of Successful bidder only. If case of any unforeseen incidence in the centre, state governments will provide

Ramky
28/5/2020

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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
		<p>of Operation of Centres, there are always security threats/ Vandalism at the Centre as Transport Unions oppose failures of the Vehicles, which becomes law and order issue and requires presence of police, which is a State Government issue. So, it is requested that Security of the Centre should be the responsibility of the State Government instead of Bidder. Please modify this clause.</p>	<p>necessary security for operation of respective test centre.</p>
<p>Annexure II Available Utilities</p>	<p>.....Necessary provision of the sufficient air conditioners in administrative block including industrial fans on the lanes will be provided by executive agencies.</p>	<p>Please confirm how many AC's will be installed by the Executive Agency at every Centre. Secondly, In case State Transport department installs more no. of A/C's which are not required by the Bidder then who will bear the electricity expenses of running those A/C's. Please Clarify.</p>	<p>No. & locations of AC's per center will be provided to the successful bidder. At this moment bidder can consider that 3 to 5 nos. of AC's per centre will be provided by executing agencies. State govt. will pay charges for electricity consumption of more than 5 nos. of AC's in the test centre.</p>
<p>Annexure-III Clause 1.3 Bidder's Experience . Para 2.</p>	<p>Having cumulative experience of government authorised lane operation more than 100 lane years. Lane year will be calculated by adding number of years of operation of each lane. (e.g. lane year = number of lane L1 X number of years + number of lane L2 X number of years +)</p>	<p>With respect to operational experience of 100 lane years Test lane across the world are established depending upon the category of vehicles. As no distinction has been mentioned in the tender document regarding categories of Vehicles for lane operation experience. So, as we</p>	<p>Yes. Your understanding is correct.</p>

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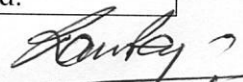
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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
		<p>understand for this criteria "experience of Bidder for 100 lane years" operation will be considered irrespective of vehicle category of test-lane.</p>	
<p>Annexure-III Clause 1.3 Bidder's Experience . Para 2.</p>	<ul style="list-style-type: none"> • Experience Certificates 	<p>We had submitted our bid as consortium on 20th May 2019 for the earlier same tender which was later cancelled. We had submitted as per requirement of the bid, experience certificates from various Customers of our Consortium members along with other supporting document after getting them Apostiled and Notarized. We would like to use these Customer Certificates as per documents required for the meeting the experience requirement, which are valid certificates but issued and apostiled / notarised before the date of floating of this tender. Getting these Certificates made from different countries from various customers and getting them Apostiled and Notarised is a time consuming activity. Please clarify.</p>	<p>Accepted.</p>
<p>Annexure-IV- Equipment Details Clause 1 Functional Requirements</p>	<p>The test systems shall require flexibility to facilitate easy implementation of new test functionality, modifications for changes of the law and new vehicle functionality over the life of the test systems.</p>	<p>If such new test added in future and if such test requires additional equipment as well as space for its installation, then please confirm who will pay the cost for that equipment and how it will be installed in the</p>	<p>Original clause to be retained</p>

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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
Annexure-IV- Equipment Details Clause 1.4 IT Platform. Para 10	Under body inspection HHT need to be communicated to the main control PC, central server and with sufficient storage system.	same lane. There should be option that this can be handheld or through PC. There is high risk of theft of handheld device at the Center.	Not accepted. Original clause to be retained.
Annexure-IV- Equipment Details Clause 1.4 IT Platform. Para 5	Report generation based on all information available in the database shall be customizable by the executing agencies officials in a predefined format/ pre-printed stationary, for delivery to customer.	Test Report is handed over to MVI (Motor Vehicle Inspector) who in turn issues the Fitness certificate on basis of the same. Please modify the clause accordingly.	Accepted. Fitness certificate copy to be given to customer also.
Annexure-IV, Clause 2.2.4 Calibration Equipment Set	Bidder to suggest, justify and provide equipment and procedures for following: Steering calibration gear play measurement	Requirement of calibration equipment has been mentioned for steering gear play measurement. There is no equipment available for the calibration of Steering Gear Play. MoRTH need to clarify which equipment is required for calibration of Steering gear play.	Necessary calibration tool for calibration of Electronic turn tables need to be supplied by the successful bidder.
Form f) Detailed Technical Specifications Clause 2.3.6	Steering gear play detector: Feature: Angular movement : $\pm 30^\circ$, manufacturer has to specify the indicating mechanism. Easy to be incorporated with different steering wheel geometry	No manufacturer in the World is having this kind of device. Please suggest the required equipment for this test.	Electronic turn tables need to be supplied by bidder for measuring steering gear free play in both LCV's & HCV's. Specifications of Electronic turn tables are as follow: 1) Minimum diameter of turn table plate: 450 mm 2) Load capacity: 5000 kg each (2nos)
Annexure-IV Equipment	All the equipment supplied shall be equipped with all the safety protections required for the	Please confirm - If one can install all the said safety devices in LT	No change. Original clause to be retained.


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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
Details Clause 2.6.1 Personal Safety Systems:	normal usage of the equipment and for the security of the people who work in each machine. All the essential safety devices such as Safety protection in respect of single phase failure, phase sequence change, surge protection, under & over voltage protection etc., has to be provided by the successful bidder at each console unit	panel itself then there should not be any need for installing these devices at each console.	Safety devices can be installed after LT panel so that, phase change or single phasing should only affect working of 3-phase equipments not all the equipments. Other safety items must be provided by bidder to safeguard their equipments against surge voltage including Frequency corrector, Hi/Lo voltage corrector.
Annexure-IV A-PC & Server Specification	Desktop Specifications	Quantities of Desktop PCs are not mentioned to be supplied for Admin block. Kindly confirm how many desktops are required to be supplied. Please also confirm how many desktops as well as Printers are required to be provided to Transport Department officials at the Centre.	For state govt. usage purpose, 3 nos. PC's & 3 nos. laser printers need to be provided by bidder. Remaining quantity of Desktop PCs per center is to be decided by the bidder for smooth operation of center.
Annexure-IV A-PC & Server Specification	Number Plate Reader Camera (Digital Camera)	Requirement of high quality digital camera for number plate recognition is mention in the tender. In Indian scenario our experience shows that it is of no relevance since the format, font size, manner of printing, and the language is not standardized inspite of HSRP being implemented for more than a decade. Requirement of camera can be revised accordingly.	Modify the clause as per tender floated in January 2019

Randy
28/5/2020

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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
Annexure VIII: Terms of Payment Clause 1.	A) Equipment foundation work: 50 % payment of the item value (quoted) shall be made after completion of Design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, conducting for cables including 3 phase & Single phase cables & drainage, compressor piping at each site. Balance 50% will be paid after epoxy coating for the flooring and completion of equipment commissioning.	90% of the foundation work will be completed before starting of installation of the Equipment as installation of equipment activity cannot start before that. It is requested to kindly amend the payment condition as - 90 % payment of the item value (quoted) shall be made after completion of Design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, conducting for cables including 3 phase & Single phase cables & drainage, compressor piping at each site. Balance 10% will be paid after epoxy coating for the flooring and completion of equipment commissioning. Please also consider that sometimes it takes even over 4 to 5 months for conducting of PDI by MORTH team after submitting request for conducting PDI so, payments are very much delayed.	For equipment foundation work, 80% payment of the item value (quoted) shall be made after completion of Design, construction & civil work of equipment foundations including allied services like test shed trimix flooring, conducting for cables including 3 phase & Single phase cables & drainage, compressor piping at each site. Balance 20% will be paid after epoxy coating for the flooring and completion of equipment commissioning.
Annexure VIII: Terms of Payment	Terms of Payment	There is no time period mentioned in the terms of Payment regarding in how many days payment will be released to the Bidder after achievement of the "milestone as per terms of payment". As per our experience it takes sometimes even over 3	Not accepted.

Ranjay
28/5/2020

(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
		to 4 months for release of the payment after submission of invoice with complete documentation of completion of all activities by the bidder. Please define a time frame for release of the legitimate payments of the Bidder. There should be also provision of payment of interest in case of delayed payment then stipulated timeframe.	
Annexure VIII: Terms of Payment Clause 3.	Monthly running bill will be paid starting from at the end of first month. Such payments shall be made against invoice submitted by the bidder.	As the Operation Payment will be made by the respective State Government. It is suggested there should be time limit of 15/30 days for the payment of monthly Operation charges to be made after submission of bills by the Operator to the State Government. As Operation payments takes even four to five months for getting it released after submission of invoices.	Not accepted.
Annexure VIII: Terms of Payment Clause 3.	Final month payment PF/ESI dues for operators, CAR Policy etc. to be paid by vendor	There should not be any need for Bidder to share its internal documents regarding salaries of its deployed staff to the State Government for getting the final month's Operation payment. Please remove the requirement of this condition.	No change. Original clause to be retained.

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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
3(a): Payment of AMC	The payment of AMC will be made on annual basis on received of bills from the bidder and recommendation of the state government.	It is suggested that the payment of AMC should be made on Quarterly basis instead of Annual basis. All across the industries AMC payment is made in advance and not after the period. As Bidder is required to make payments to various vendors on monthly/quarterly basis in advance for maintaining the respective equipment supplied by them.	No advance payment for AMC. Payment of AMC will be made on half-yearly basis.
Annexure-IX General Conditions of Contract Clause 30.1	MoRTH obligation Notwithstanding anything contained in the Contract and in addition to and not in derogation or substitution of any of its other obligations under the Contract, MoRTH shall: iii. upon written request from the Bidder, use reasonable endeavors to assist the Bidder with procuring assistance in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the Bidder than those generally available to commercial customers receiving substantially equivalent facilities/utilities.	As per experience it is noticed that getting some essential utilities like water connection, electricity, Telephone / internet connection takes a lot of time and if the Center Operation starts in between without required utilities for which State Government are responsible then this issue become dispute between selected Bidder and State Government for paying the expenses of water tankers, diesel, etc. So, please define a clause as condition of the tender that in such situation State Government will be responsible for the payment of consumption of such utilities.	Original Clause to be retained.
Annexure IV: Equipment Details	Heavy Duty Roller Brake Tester - Required roller length is 1000mm	• Please Clarify, if one can provide the roller with bigger length as it will be a better solution. Is that	Accepted. But with deviated specifications, sufficient space should be

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28/5/2022

(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
Clause 2.4.1		acceptable? • Please modify it to "Minimum 1000mm"	available along Roller brake tester in the direction of vehicle during testing for smooth movement of persons.
General	Electricity Load at all Centers	Electricity load to be taken at every Center will be decided in consultation with selected Bidder in the design review meeting. As its consumption cost depends on the connected load, which will play a major role in operation expenses. This load should not be more than 150 KW for four lanes. Please clarify.	Electricity load to be taken at every Center will be decided in consultation with selected Bidder in the design review meeting.
Annexure V	Characteristics of the Vehicles to be tested	As per matrix of Vehicles mentioned in the tender document, we conclude that Trailors, Special Purpose Vehicles etc. will not be tested at these Centers. If required, Only Prime mover unit will be tested.	Yes. Your understanding is correct.
Clause 1 Introduction 6th row of table	• Pre-Bid Meeting on 18.10.2019 to clarify the Queries submitted till 17.10.2019 at 17.00 hrs	Request you to provide minimum six week's time from the date of	6 (six) week's time from the date of
Introduction 7th row of Table	• Submission of Bid- Up to 17:30 hrs on 11.11.2019 through e-procurement portal	publication of clarifications to the pre-bid queries so that, prospective bidders can prepare and submit the bid accordingly. As documentations for submission of bid is a time consuming process as it being global tender, consortium members are	publication of clarifications to the pre-bid queries will be provided.

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(1) Clause No.	(2) Clause as per Tender document	(3) Queries	(4) Approved reply
		located in different countries, there required documents have to made, Appostiled, consolidated, notarized before submission of the bid. In case sufficient time is provided in one go than there will not be any requirement of submission of request again for the extension of date of submission of bid.	
Annexure I Scope of Supply	After two years, based on the decision taken by State Government, further decision for operating the center can be decided, however MoRTH will not have any financial obligation towards operating the centre after 2 years.	SUGGESTION for modification of clause as - After two years, based on the decision taken by State Government on their discretion may extend the operation period of the Selected Bidder up-to the period of AMC (5 years) on same terms or with some % increase per year. However MoRTH will not have any financial obligation towards operating the centre after 2 years.	Accepted.
2.Respobsibilities	The Bidder shall have total responsibility for the process including all phases of design, manufacture, assembly and functional testing of the equipment, shipment, installation, commissioning, integration of systems, training and system checking for all the elements listed in the current document and two years of operation.	It is suggested that bidder should be responsible for complete Operation & Maintenance period of 7 years	Not accepted. Original clause to be retained.
General	BOQ	Suggested BOQ to have an additional page for quote for individual site basis, apart from total cost.	Not accepted.
Clause 1.3	The Lead bidder to provide turnover details of last five financial (i.e. 2014-15, 2015-16,	Considering the huge investment for this project, the Lead Bidder should	Not accepted. Original clause to be retained.

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	2016-17, 2017-18 & 2018-19). Out of above, the lead bidder should have achieved a turnover of at least Rs. 25.00 Crores in two financial years individually.	have an average turnover of INR: 200 crores in last two financial years.	
General	ARAI, ICAT and CIRT have been identified as Executing Agencies by the MoRTH to install and operate the 'Vehicle Test Lanes' at the inspection facilities at 10 States in India	It is strongly suggested that Number of Test Centers should be divided into at-least 3 parts rather than going with single bidder for all 10 test centers, as similar to the 3 Executing Agencies, which are identified for executing 10 test centers. This will increase more participation as well as faster implementation of Test Centers.	Not accepted.
Clause 1.2.1	Available Utilities 1.2.1. Bidder is required to give the details of power, server room and LAN, material handling, utility requirement such as water, UPS, lux requirement in the test center, earthing, ventilation. Successful bidder will be consulted for finalizing load requirement of each utility. Necessary provision of the sufficient air conditioners in administrative block including industrial fans on the lanes will be provided by executive agencies.	Please clarify that "Executive Agencies" (i.e. ARAI, ICAT and CIRT), they will provide the required infrastructure?	Yes. Necessary infrastructure will be provided by executing agencies.
Clause 1.2.2	1.2.2. Bidder is required to specify special safety requirements if any.	Please clarify that "Executive Agencies" will provide the specified safety equipment?	Yes. Executing agencies will provided additional safety requirements, if any, specified by the successful bidder.
	Speed dome camera: 1 no. per center CCTV: 18 nos. per center (10 nos. per center for test shed & admin block and 8 nos. per center for under body inspection pits)	Please clarify that whether Executing Agency will provide the Pole for mounting the Cameras or bidder has to provide to provide	Yes. Executing Agencies will make necessary arrangement for mounting Cameras on walls of test shed & admin block.

Ramkumar
28/5/2020

14/05

<p>Basic Query</p>		<p>Opus India is an India Entity who has registered office in India with valid GST which is Indian wing of Opus inspection Inc, USA (Parent company). Kindly clarify if Financial credentials of Opus INC & BG from Opus INC will be accepted under its Indian wing "Opus India"? Accordingly, Can Opus India participate as Lead bidder? Kindly Clarify.</p>	<p>The lead bidder or atleast one of the member of the consortium should have achieved a turnover of atleast Rs.25 cr. in two financial year individually in any of the last five financial year. However bank guarantee should be submitted in the name of Lead bidder only. It is clarified that lead bidder should have office in India with valid GST no.</p>
<p>Annexure - 3, 1.2</p>	<p>Bidders Company Requirements: Consortium: In case of Consortium the maximum no. of members are restricted to three only and one out of three members must be defined as leader, who will be considered as Bidder for the tender. The lead bidder of consortium should have office in India with valid GST number. Virtual GST no. is not valid / acceptable.</p>	<p>In case of Consortium the maximum no. of members are restricted to three only and one out of three members must be defined as leader, who will be considered as Bidder for the tender. One of the Consortium members should have office in India with valid GST number. Virtual GST no. is not valid / acceptable.</p>	<p>It is clarified that lead bidder should have office in India with valid GST no. Virtual GST no. is not valid / acceptable. In case the Lead Bidder is the subsidiary, fully owned by a Group, then the experience and turnover of the Parent would be admissible for consideration.</p>
<p>Annexure - 3, 1.2</p>	<p>Normally EMD shall be submitted only in the name of the lead member and not in the name of constituent member.</p>	<p>EMD shall be submitted only by lead bidder and not by consortium member</p>	<p>Yes. Your understanding is correct.</p>

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28/5/2020

		<p>Scope of the tender are as follows; 1) Supply & install equipment 2) Civil, M&E, & IT work for installation of equipment 3) IT System Who will be constructing the inspection building and operate the centres?</p>	<p>Except construction of equipment foundations, everything will be constructed by executing agencies. State Govt. will operate the center either by themselves or through the bidder. If State Govt. does not appoint any operator after commissioning of equipment, center will be operated by bidder selected by MoRTH.</p>
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