



Road Safety Rth &lt;rscmorth@gmail.com&gt;

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## Operation and Maintenance of Inspection & Certification (I&C) Centres by States / UTs-regd.

1 message

**Road Safety Rth** <rscmorth@gmail.com>

Thu, Nov 27, 2025 at 4:26 PM

To: "TR&B Department Sri Kantilal Dande, IAS Prl. Secretary to Govt." <prlsecy-trb@ap.gov.in>, secy-commind.cg@gov.in, tptsecy-hp@nic.in, pstransportjk@gmail.com, jtc-roadsafety@jharkhandmail.gov.in, Pradip Kumar <jtc-rs@jharkhandmail.gov.in>, Elias T Lotha Transport Commissioner <commrtrans-ngl@nic.in>, acesnt123@gmail.com, pstpt@punjab.gov.in, secy\_trb@telangana.gov.in, Sec transportwb <sec.transportwb@gmail.com>, ps-transport@cg.gov.in, prl.secytrb@gmail.com

Cc: N Bala Subramanyam <tc@aptransport.org>, Transport Commissioner Chhattisgarh <atc.cg@gov.in>, transport-hp@nic.in, Hemsi Negi <jtcome-tpt-hp@nic.in>, Transport Commissioner J&K <tptcommissionerjk@gmail.com>, jktccampsgr@gmail.com, Pradip Kumar <jtc-rs@jharkhandmail.gov.in>, Elias T Lotha Transport Commissioner <commrtrans-ngl@nic.in>, Tsegayal Tashi <secytransport@gmail.com>, stcpunjab04@gmail.com, STC <stc.transportpunjab@punjab.gov.in>, K Surendra Mohan IAS <commr\_transport@telangana.gov.in>, tc@tstransport.in, Sec transportwb <sec.transportwb@gmail.com>, syed shahabuddin <syed.shahabuddin@maha.de>, DIRECTOR <director@cirtindia.com>, director@icat.in, Director-ARAI <director@araiindia.com>, knbhutia <kn.bhutia@gov.in>, Mirtyunjay Kumar <mirtyunjay.kumar@nic.in>, Gopindra kumar <gopindra.kumar@nic.in>, Amit kumar <amit.kumar101091@gov.in>, sorscrth <sorsc.rth@gov.in>

Dear Sir,

May please receive the following attachment for necessary action.

With regards  
Road Safety Cell (MoRTH)

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### 2 attachments

 Letter Principal Secretary or Secretary dated 27.11.2025.pdf

190K

 11zon\_Draft Model Tender - OM - IC.pdf

889K

RT-25038/05/2022-RS (214483)  
Government of India  
Ministry of Road Transport & Highways  
(Road Safety Cell)  
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated, the 27th November, 2025

To,

The Principal Secretary / Secretary  
(Andhra Pradesh, Chhattisgarh, Himachal Pradesh, Jammu & Kashmir,  
Jharkhand, Nagaland, Sikkim, Punjab, Telangana, West Bengal)

Subject: Operation and Maintenance of Inspection & Certification (I&C) Centres by States / UTs – regarding.

Sir/Madam,

I am directed to say that the Ministry of Road Transport & Highways administers a scheme for establishment of Inspection & Certification (I&C) Centres across various States and Union Territories as part of its initiative to strengthen the vehicle fitness testing infrastructure in the country. For this purpose, the Ministry has sanctioned various projects for setting up of I&C centres in various States / UTs from time to time. However, since the States / UTs were facing issues in finding supplier of equipments, the Ministry vide work order no. RT-25038/11/2017-RS (159858) dated 31.03.2023 awarded a contract to M/s MAHA India Automotive Testing Equipment Pvt. Ltd. for the supply, installation, and commissioning of inspection equipment at Raipur (Chhattisgarh), Samba (J&K), Dimapur (Nagaland), Ranipool (Sikkim), Kapurthala (Punjab), Hyderabad (Telangana), Puducherry, Kolkata (West Bengal), Aizwal (Mizoram) and Cochin (Kerala). Later, the location for supply of equipment at 3 centres i.e. Puducherry, Aizwal(Mizoram) and Cochin (Kerala) has been changed to Vishakhapatnam (Andhra Pradesh), Dhanbad(Jharkhand) and Baddi (Himachal Pradesh). The installation of equipments at these centres is currently in progress in close supervision of the States/UTs and is expected to be completed shortly.

2. Since these centres have already been sanctioned to the respective States/UTs, it is requested that the concerned State Governments/UT Administrations may take over the responsibilities of operation and maintenance of their respective I&C centres immediately after the completion of installation and commissioning of the equipment by the supplier.

4. It is further mentioned that the sanction letters issued by the Ministry already include provisions for operational and maintenance costs for the period specified in the sanction order of the project. The Ministry will release the sanctioned amount for operation and maintenance as per the ceiling indicated in the respective sanction letters to the respective States/UTs, subject to the condition that sanctioned amount to the State Govt. for operation of 2 years and maintenance for 5 years are released in a phased manner based on achievement of certain milestones once an Operator has been selected by the State Govt. for this purpose and compliance with prescribed formalities and submission of necessary documentation. The amount sanctioned for the purpose shall also be subject to actual discovered price for O&M for the period specified through the bidding

process.

5. Accordingly, you are requested to take over the respective I&C centres immediately upon completion of installation and commissioning and initiate process for engaging an operator, as per attached model tender document. The Ministry shall extend all necessary support to facilitate a smooth handover and initiation of operations.

Enclosure: Model Tender document for O&M.

Digitally signed by Yours sincerely,  
MIRTYUNJAY KUMAR  
Date: 27-11-2025  
10:09:18 (Mirtyunjay Kumar)  
Under Secretary to the Govt. of India  
Tel. 011-23739074

Copy to:

- (i) Transport Commissioners - (Andhra Pradesh, Chhattisgarh, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Nagaland, Sikkim, Punjab, Telangana, West Bengal)
- (ii) M/s MAHA India Automotive Testing Equipment Pvt. Ltd.
- (iii) The Director, ARAI, Pune
- (iv) The Director, CIRT, Pune
- (v) The Director, iCAT, Gurugram

**REQUEST FOR BID**  
**FOR**  
**Operation and Maintenance**  
**of**  
**Inspection and Certification Center**

**Tender No. ....**

**Date: .....**

**Issued by:**

**Department of Transport**  
**State Government of .....**

**DISCLAIMER**

1. The information contained in this RFB provided to Bidder(s) whether verbally or in documentary or any other form, by and on behalf of **Department of .....**, **State Government of .....** on the terms and conditions set out in this RFB and such other terms and conditions subject to which such information is provided.

2. The information contained in this RFB is being provided for the limited purposes of enabling the interested parties (“Bidders”) to submit a binding proposal (“Bid”) for performing, executing and implementing the Works and for no other purpose. In no circumstances shall **Department of ..... , State Government of ..... ,** or its advisers, consultants, contractors, incur any liability arising out of or in respect of the issue of this RFB, or the selection procedure.
3. The possession of the RFB or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFB shall be construed as legal, financial or tax advice. **Department of ..... , State Government of ..... ,** will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.
5. **Department of ..... , State Government of ..... ,** reserves the right to amend this RFB and any information contained herein at any time by notice, in writing, to the Bidders.
6. Nothing in this RFB is, nor shall be relied upon as, a promise or representation as to **Department of ..... , State Government of ..... ,** ultimate decision in relation to the selection process of the successful Bidder for the execution of the Contract (defined hereinafter). The Bidder(s) shall not, therefore, assume that they will have the opportunity to revise their Bids following submission except as provided in this RFB. However, **Department of ..... , State Government of ..... ,** reserves the right to change the basis of or the procedures (including the timetable) relating to the bidding process, reject any, or all, of the Bids, not to invite a Bidder to proceed further, not furnish a Bidder with additional information nor otherwise to negotiate with a Bidder at any time. **Department of ..... , State Government of ..... ,** does not undertake to accept the lowest or indeed any Bid.
7. No person other than the one authorized by **Department of ..... , State Government of ..... ,** to give any information or to make any representation not contained in this RFB and, if given or made, any such information or representation shall not be relied upon as having been so authorized.
8. This RFB is confidential and personal to each Bidder. The Bidders shall sign and submit a Letter of Undertaking in “Form P” of this RFB as part of the Technical Bid to **Department of ..... , State Government of ..... ,** which, inter alia, prohibits disclosure of any information as therein defined to any person or body corporate except as permitted by such Letter of Undertaking. The Bidders shall promptly return this RFB to **Department of ..... , State Government of ..... ,** upon request or as specified in this RFB and shall not retain any copies thereof nor use the same for any purpose whatsoever other than for submission of the Bid to **Department of ..... , State Government of ..... ,**

....., for the Works. Any failure to furnish or comply with the terms of the Letter of Undertaking shall entitle **Department of .....**, State Government of ....., to disqualify the relevant Bidder.

9. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFB are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
10. **Department of .....**, State Government of ....., its advisers, consultants, contractors, servants, agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Works. **Department of .....**, State Government of ....., shall enter into a contract with the successful Bidder for performance, execution and implementation of the Works ("Contract"). No legal or other obligation shall arise between the successful Bidder and **Department of .....**, State Government of ....., unless and until the Contract has been formally executed by **Department of .....**, State Government of ..... and the successful Bidder and any conditions precedent to the effectiveness of the Contract have been fulfilled. **Department of .....**, State Government of .....reserves the right to cancel the selection procedure at any time without assigning any reason.
11. Nothing in this RFB shall constitute the basis of the Contract which may be concluded in relation to performance, execution and implementation of the Works nor shall such documentation/information be used in construing the Contract. Each Bidder must rely on the terms and conditions contained in the Contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such Contract. Any reference to this RFB in the Contract with **Department of .....**, State Government of ....., or any correspondence between **Department of .....**, State Government of ....., and the Bidder shall not be construed as this RFB forming part of such contract.
12. The Bidder is prohibited from any form of collusion or arrangement by a Bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of **Department of .....**, State Government of ....., or to any other person in a position to influence the decision of **Department of .....**, State Government of ..... any other person associated with the bidding process, for showing any favor in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as **Department of .....**, State Government of ....., may deem proper, including but not limited to rejection of the Bid and forfeiture of the Earnest Money Deposit.
13. Laws of the Republic of India are applicable to this RFB. The **courts at .....** shall have exclusive jurisdiction in relation to any disputes arising from this RFB.

14. Each Bidder's acceptance of delivery of this RFB constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFB, the recipient agrees that this RFB and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

## **Contents**

- Section 1- Notice Inviting Bids
- Section 2 – Instruction to Bidders
- Section 3 – Evaluation and Qualification Criteria
- Section 4: Bidding Forms
- Section 5 - Scope of Work
- Section 6 - Site Description
- Section 7 - Minimum Number And Minimum Qualifications Of Manpower
- Section 8 – List of Equipment and Technical Specifications
- Section 9 - Characteristics of Vehicles to be Tested
- Section 10 – Tests to be Performed
- Section 11 – Testing Process and Procedure
- Section 12 - General Conditions of Contract

## **Section 1- Notice Inviting Bids**

1. The rapid development in urban India, has resulted in tremendous increase in the number of vehicle. Motor vehicles are a significant source of air pollution and are increasing important contributors of carbon dioxide and other green-houses gases. Evidently, low cost, ineffective and unscheduled maintenance of vehicles have been prone to frequent break down and leading cause of road accidents. Even though, the new technology vehicles are meeting the stringent emission norms and safety standards, however, a substantial amount of old technology vehicles are still being operated for various purpose. Therefore, it is imperative to ensure that such vehicles are fit to operate and comply with the safety and emission obligations certified through authorized inspections and certifications centers established throughout India.
2. The Ministry of Road Transport & Highways (MoRTH), Government of India (GoI), has formulated Guidelines for setting up Inspection and Certification (I&C) Centre across States/ UT in India, **under which one such I&C centre is being set up at.....** The MoRTH has appointed **ARAI / ICAT / CIRT** as Executing Agency for handholding support to the State/UTs under the Scheme.
3. The Automotive Research Association of India (ARAI) is an industrial research association of the Automotive Industry, with the Ministry of Heavy Industries & Public Enterprises, Govt. of India. ARAI has been playing a crucial role in assuring safe, less polluting and more efficient vehicles in India. It provides technical expertise in R&D, Testing, Certification, Homologation and framing of vehicle regulations and actively participates in UNECE WP29 activities.

**OR**

International Centre for Automotive Technology (ICAT), Manesar in the Northern region is a division of NATIS (NATRIP Implementation Society), an independent registered Society and an apex body for implementation of National Automotive Testing and R& D Infrastructure Project (NATRIP), Govt. of India. ICAT is engaged in Automotive Testing and R & D.

**OR**

The Central Institute of Road Transport (CIRT), Pune is a society under the Ministry of Road Transport & Highways, Govt. of India set up jointly with the Association of State Road Transport Undertakings to develop end-to-end solutions through their research, consultancy, training, testing and certification activities in the road transport sector. Operating from its Pune center, CIRT has been working closely with various government bodies and OEM's on strengthening and improving the performance and safety of the transport sector. CIRT is MoRTH's Technical Secretariat for UNECE WP1 activities as well as AISC Technical Secretariat to review safety of motor vehicles with GVW of more than 3.5 tonnes.

**(State may keep respective para, as applicable)**

4. MoRTH sanctioned I&C centres at Raipur (Chhattisgarh), Samba (J&K), Dimapur (Nagaland), Ranipool (Sikkim), Kapurthala (Punjab), Hyderabad (Telangana), Kolkata (West Bengal), Vishakhapatnam (Andhra Pradesh), Dhanbad(Jharkhand) and Baddi (Himachal Pradesh). However, since the States / UTs were facing difficulties in finding a supplier or operator during initial years of implementation of the scheme, MoRTH, vide Tender No. RT-25038/11/2017-RS dated 15-07-2022 invited bids and awarded a contract to M/s MAHA India Automotive Testing Equipment Pvt. Ltd. for the Supply, Installation, and Commissioning of Inspection Equipment at these centers. The installation of equipment at these centres are in progress.
5. The State Government of ..... (hereinafter referred to as “Authority”) now invites online bids from the eligible Bidders for operation and maintenance of the I&C centre being set up at....., incidental to Section 5 - Scope of Work and Section 12 – General Conditions of Contract. Interested bidders may obtain further information and inspect the RFB Document in accordance with the terms and conditions of the RFB Document.
7. The RFB Document is available online on <https://eprocure.gov.in> from XX/XX/XXXX to XX/XX/XXXX for a non-refundable fee of INR ..... as indicated in <https://eprocure.gov.in>, the bidder shall pay the non-refundable fee including service charges online through Debit/ Credit Card, Internet banking, system generated Bank Challan for NEFT/ RTGS prior to deadline of submission of Bids. Bidders will be required to register on the above website. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
8. Bids comprise of two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://eprocure.gov.in> in accordance with the terms and conditions of the RFB Document. The ‘Technical Part’ of the bids will be opened online as per the details provided in Point in 10. The “Financial Part” shall remain unopened in the e-procurement system and shall be informed by the Authority to the technically qualified bidders. Any bid or modifications to bid received outside the e-procurement system will not be considered. If the Authority office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
9. A pre-bid meeting will be held in accordance with the terms and conditions of the RFB Document, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Section 2 – Instructions to Bidders of the RFB Document. Bidders are advised to download the RFB Document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.
10. The Authority shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Authority

shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

11. Details on the bid submission date, time and address are provided below:

S. No.	Stage	Date & Time
1.	Date of publishing of RFB Document	
2.	Document download/ Sale of RFB start date	
3.	Seek clarification end date	
4.	Pre-bid meeting	
5.	Bid submission start date	
6.	Bid submission end date	
7.	Technical Part opening date	

12. The address for communication is as under:

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Department of Transport,

State Government of \_\_\_\_\_

Address : \_\_\_\_\_

Email: \_\_\_\_\_

Ph: \_\_\_\_\_

## Section 2 – Instruction to Bidders

<b>A. General</b>		
1.	<b>Scope of Bid</b>	<p>Name of Bid: Operation and Maintenance of Model Inspection and Certification Centre <b>at.....</b></p> <p>The Operator shall undertake operation of I&amp;C centre for a period of ..... <b>years</b> which may be further extended by up to ..... <b>years</b>, as per the approval by the State Government. The Operator shall be responsible for smooth running of operations for the contract period as well as AMC after expiry of initial period of two <b>years</b> (warranty period of equipments) of operation.</p> <p>The Contract shall be awarded to the successful Bidder.</p>
2.	<b>Name &amp; Address of the Authority</b>	<p><b>Department of .....</b>,  <b>State Government of .....</b>  <b>Address : .....</b></p>
	<b>Contact Person for Queries</b>	<p><b>Name : .....</b>  <b>Designation : .....</b>  <b>Department of Transport,</b>  <b>State Government of .....</b>  <b>Address : .....</b>  <b>Email: .....</b>  <b>Ph: .....</b></p>
4.	<b>Eligible Bidder</b>	<ol style="list-style-type: none"> <li>A Bidder must fulfill the eligibility criteria as per Rule 176 of the Central Motor Vehicles Rules (CMVR), 1989.</li> <li>A Bidder may be a firm that is a private entity, subject to terms and conditions defined in Section 3 - Evaluation and Qualification Criteria, or any combination of them in the form of a joint venture (JV)/ Consortium, under an existing agreement, or with the intent to enter into such an agreement supported by a notarized Memorandum of Understanding (MOU) executed before at least two witnesses.</li> <li>In the case of a JV/ Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/ Consortium shall nominate a Lead member/ Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Such nominated Lead Member of a Consortium must have experience of operation and maintenance of Inspection &amp; Certification centres. This authorization shall be evidenced by submitting a power of attorney signed, notarized and legally authorized by signatories of all members.</li> </ol>

		<p>d. The lead member of the JV/Consortium should be incorporated in India and shall have an office in India and valid GST and PAN and shall mandatorily have experience of operating vehicle I&amp;C Centres comprising of roller brake tester, side slip tester, suspension tester, headlight tester and axle weight measuring equipment in the previous 5 (five) years.</p> <p>e. The lead bidder of a JV/ Consortium shall not participate in more than one Bid. This includes participation as a lead member/ non-lead member in other Bids.</p> <p>e. The lead member, in case of JV/Consortium, should have GST Certificate and PAN Card.</p>
5.	<b>Conflict of Interest</b>	<p>The Bidder has to satisfy the provisions mentioned in Rule 177 of the Central Motor Vehicles Rules (CMVR), 1989.</p> <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>b. receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>c. has the same legal representative as another Bidder; or</li> <li>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Authority regarding this bidding process; or</li> <li>e. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or</li> <li>f. any of its affiliates has been hired (or is proposed to be hired) by the Authority as Project Manager (Executing Agency) for the Contract implementation;</li> <li>g. has a close business or family relationship with a professional staff of the Authority or executing agency who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Authority throughout the procurement process and execution of the contract.</li> </ul>
6.	<b>Bid Processing Fee</b>	<p>a. The RFB Document is available online on <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> from ..... to ..... (dates) for a non-</p>

	<p><b>(Non-Refundable)</b></p> <p>refundable fee of INR ...../- (Rs. ..... Only).</p> <p>b. Bidders will be required to register on the above website. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.</p> <p>c. The Sole Bidder/ Lead member of JV/ Consortium shall pay the Bid Processing Fee through Demand Draft in favour of _____ on or before xx/xx/yyyy, xx:xx hrs. The Bidder shall upload scan copy of DD along with the bid. The Bidder shall ensure credit of payment of bid processing fees in their respective bank account within 3 days from the date of submission of original DD to the <b>State Government</b>.</p> <p>d. The bidder can also pay Bid Processing Fee online through Debit/ Credit Card, Internet banking - NEFT/ RTGS prior to deadline of submission of Bids. The Bidders should upload UTR number receipt along with Bid. The details for payment are provided as under:-</p> <table border="1" data-bbox="572 804 1454 1178"> <tr> <td>Beneficiary Name</td><td>_____</td></tr> <tr> <td>Beneficiary Account Number</td><td>_____</td></tr> <tr> <td>Beneficiary Account Type</td><td>_____</td></tr> <tr> <td>9 digit MICR Code</td><td>_____</td></tr> <tr> <td>Beneficiary Bank IFSC/RTGS/NEFT Code</td><td>_____</td></tr> <tr> <td>Beneficiary Bank Name</td><td>_____</td></tr> <tr> <td>Beneficiary Bank Address</td><td>_____</td></tr> </table>	Beneficiary Name	_____	Beneficiary Account Number	_____	Beneficiary Account Type	_____	9 digit MICR Code	_____	Beneficiary Bank IFSC/RTGS/NEFT Code	_____	Beneficiary Bank Name	_____	Beneficiary Bank Address	_____
Beneficiary Name	_____														
Beneficiary Account Number	_____														
Beneficiary Account Type	_____														
9 digit MICR Code	_____														
Beneficiary Bank IFSC/RTGS/NEFT Code	_____														
Beneficiary Bank Name	_____														
Beneficiary Bank Address	_____														
	<p><b>Earnest Money Deposit (EMD) (Refundable)</b></p> <p>a. Sole Bidder/ Lead member of JV/ Consortium shall be required to furnish EMD of an amount equivalent to <b>Rs. ...../- (Rs. ..... only)</b> in favour of ..... in form of Bank Guarantee from a Scheduled Bank at the time of submission of Bid. The Bank Guarantee shall be valid for a minimum period of six months from the date of submission of Bid.</p> <p>b. The scanned copy of the Bank Guarantee shall be uploaded along with the Technical Bid. The original copy of Bank Guarantee shall be submitted to ..... on or before ..... at ..... hrs.</p> <p>c. A Bid which is not accompanied by EMD as per the RFB Document shall be construed as non-compliant bid and shall be summarily rejected.</p> <p>d. The Authority shall not pay any interest to any Bidder against the submitted EMD.</p> <p>e. EMD of the technically unsuccessful bidders will be returned after 1<sup>st</sup> stage evaluation (Technical bids).</p>														

		<p>f. EMD of the Bidders, which were Technical Qualified but at 2<sup>nd</sup> Stage evaluation (Financial bids) observed as Unsuccessful, will be returned by the Authority upon the successful Bidder signing the contract and furnishing the required Performance Bank Guarantee.</p> <p>g. The EMD of the successful Bidder will be returned upon the successful Bidder signing the contract and furnishing the required Performance Bank Guarantee.</p> <p>h. The EMD shall be forfeited if:</p> <ul style="list-style-type: none"> <li>i. sign the Contract in accordance with the terms and conditions of the RFB Document; or</li> <li>ii. Furnish a Performance Security in accordance with the terms and conditions of the RFB Document;</li> <li>iii. a Bidder withdraws its bid during the period of bid validity without written consent of the Authority; or</li> <li>iv. after opening of the financial bid, alter the rates and conditions in the Bid; or</li> <li>v. a Bidder has provided false information; or</li> <li>vi. If the successful Bidder fails to submit required Performance Security within stipulated time or sign the contract or deny the terms and conditions of the RFB document.</li> </ul>
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## **B. Contents of RFB Document**

8.	<b>Sections of Bidding Document</b>	<p>The RFB Document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addendum/ Corrigendum issued by the Authority.</p> <p><b>PART 1 Bidding Procedures</b></p> <p>Section I – Introduction &amp; Notice Inviting RFB</p> <p>Section 2 - Instructions to Bidders (ITB)</p> <p>Section 3 - Evaluation and Qualification Criteria</p> <p>Section 4 - Bidding Forms</p> <p><b>PART 2 Works' Requirements</b></p> <p>Section 5 to Section 11 - Works' Requirements</p> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p> <p>Section 12 - General Conditions of Contract (GCC)</p>
9.	<b>Procurement Process</b>	<p>The Authority shall use the following Central Public Procurement Portal (CPP Portal) to manage this bidding process:</p> <p><a href="https://eprocure.gov.in">https://eprocure.gov.in</a>.</p>
	<b>Start Date of Download of RFB</b>	RFB Document shall be downloaded from .....(Date).

	Document																
11.	<b>Clarification of RFB Document, Site Visit, Pre-Bid Meeting</b>	<p>A Bidder requiring any clarification on the RFB Document may notify the Authority through e-mail to (<a href="#">....email ID.....</a>) up to <b>17:00 hrs</b> (<a href="#">....Date.....</a>). The queries should be sent in the following format (in an excel file).</p> <table border="1" data-bbox="576 388 1460 608"> <tr> <td colspan="5" data-bbox="576 388 1460 430">Agency Name : M/S</td> </tr> <tr> <th data-bbox="576 430 739 608">S. No.</th><th data-bbox="739 430 837 608">RFB Page No.</th><th data-bbox="837 430 984 608">Relevant Section/ Form</th><th data-bbox="984 430 1179 608">Relevant content from RFB</th><th data-bbox="1179 430 1460 608">Bidder's Query/Comment</th></tr> <tr> <td data-bbox="576 608 739 608"></td><td data-bbox="739 608 837 608"></td><td data-bbox="837 608 984 608"></td><td data-bbox="984 608 1179 608"></td><td data-bbox="1179 608 1460 608"></td></tr> </table> <p>Clarifications requested through any other mode shall not be considered by the Authority. The Authority will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Pre-bid queries.</p>	Agency Name : M/S					S. No.	RFB Page No.	Relevant Section/ Form	Relevant content from RFB	Bidder's Query/Comment					
Agency Name : M/S																	
S. No.	RFB Page No.	Relevant Section/ Form	Relevant content from RFB	Bidder's Query/Comment													
	<b>Pre-Bid Meeting</b>	<p>The Bidder's designated representative is invited to attend a pre-Bid meeting.</p> <p>Pre-bid meeting to be held on (<a href="#">....Date....</a>) at <b>XXXX hrs</b> and link for same will be uploaded on the CPP Portal for clarification in RFB Document.</p> <p>The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. No site visit shall be arranged by the Authority.</p>															
13.	<b>Clarification and Amendment of RFB Document</b>	<ol style="list-style-type: none"> <li>a. The Authority reserves the right to not to respond to questions raised or provide clarifications sought, in their sole discretion, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.</li> <li>b. Any addendum/ corrigendum issued by the Authority shall be part of the RFB Document and shall be deemed to have been communicated to all the bidders. The corrigendum/ addendum shall be uploaded on CPP Portal.</li> <li>c. At any time, prior to the deadline for submission of Bids, the Authority may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the RFB Document by issuing an addendum/ corrigendum, if any, only on CPP Portal.</li> <li>d. The Authority shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify</li> </ol>															

		the website for the latest information related to this bid.
	<b>Last Date of Submission of Bids</b>	Up to <b>xxxx hrs</b> on ( <b>....Date...</b> ) through e-procurement portal. <b><u>Bids submitted through the CPP Portal shall only be accepted by the Authority.</u></b>

### **C. Preparation of Bids**

15.	<b>Cost of Bidding</b>	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
16.	<b>Language of Bid</b>	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Authority, shall be written in English language.
17.	<b>Documents Comprising the Bid</b>	<p>a. The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in the CPP Portal.</p> <p>b. The Bidders are expected to carefully examine all the contents of this RFB Document and take them fully into account before submitting their Bids. Failure to comply with the requirements of this RFB Document shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the RFB Documents will be summarily rejected.</p> <p>c. While all efforts have been made to avoid errors in the drafting of the RFB, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the RFB shall be entertained.</p>
18.	<b>Documents Comprising of Technical Bid</b>	<p>The Technical Part shall contain the following:</p> <p>a. Letter of Bid in Form (A)  b. Details of Bidder in Form (B)  c. Affidavit in Form C  d. Power of Attorney in Form D, wherever applicable  e. Experience in Form E  f. Turnover certificate in Form (F)  g. EMD/Undertaking of e-Payment of EMD in Form (G)  h. Bid Processing Fee  i. Affidavit in Form (H)  j. Affidavit in Form (I)  k. Undertaking of Confidentiality in Form (P)  l. Undertaking about manpower in Form (Q)  m. Undertaking from Parent Company in Form (R), wherever applicable.  n. Documents as specified in Section 3 of the Tender  o. Written confirmation authorizing the signatory of the Bid to authorize the Bidder through its Board Resolution (from the Board of the Lead Bidder in case of a JV/Consortium).</p>

		<p>p. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Authority's satisfaction specified in Section 3 - Evaluation and Qualification Criteria.</p> <p><b>Note:</b></p> <p>All pages of Technical Part shall be duly signed by the authorized signatory and the same shall be scanned and uploaded on the e-tender portal.</p> <p>The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.</p>
19.	<b>Documents Comprising of Financial Bid</b>	<p>a. The documents shall be filled as per the format provided in the RFB Document. It shall be duly signed by the authorized signatory and the same shall be scanned and uploaded on the CPP Portal.</p> <p>b. Sufficient precaution shall be taken by the Bidder to upload the Financial Bid document in Form (K) only against the slot/link specified for "Financial Bid" and not to be uploaded in any other slots/links. Any mistake in this regard by the Bidder shall be sole responsibility of the Bidder and the wrongly submitted bid shall be summarily rejected.</p>
20.	<b>Currencies of Bid &amp; Payment</b>	The Bidder shall quote the Price in Indian Rupees only.
21.	<b>Bid Validity</b>	<p>a. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Authority. A bid valid for a shorter period shall be rejected by the Authority as non-responsive.</p> <p>b. In exceptional circumstances, prior to the expiration of the bid validity period, the Authority may request bidders to extend the period of validity of their bids. Accordingly, the EMD shall also be extended for a corresponding period. The request and the responses shall be made in writing.</p>
<b>D. Process of Bid Submission</b>		
	<b>Opening of Technical Bids</b>	At (...Time...) hrs on (...Date....) at (...Address...)
	<b>Opening of Financial Bids</b>	Will be intimated later to the Technically qualified Bidders through email.
24.	<b>Format and Signing of Bid</b>	The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a Board Resolution and shall be uploaded along with the bid.

		All pages of the bid shall be duly signed by the authorized signatory and the same shall be scanned and uploaded on the CPP portal.
<b>E. Submission of Bid</b>		
25.	<b>Preparation of Bids</b>	<ul style="list-style-type: none"> <li>a. Bids, both Technical and Financial Parts, shall be submitted online on the <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> CPP Portal. Detailed guidelines for viewing bids and submission of online bids are given on the website.</li> <li>b. A prospective bidder shall submit its bid online; however, the bidder is required to have enrolment/ registration in the website, and should have valid Digital Signature Certificate (DSC) from any authorized agency of Government of India.</li> <li>c. The Bidder shall upload the scanned copy / copies of document in support of eligibility criteria and qualification information in prescribed format in the portal.</li> <li>d. The Bidder shall log on to the portal with its DSC and move to the desired tender for uploading the documents in appropriate place one-by-one simultaneously checking the documents.</li> <li>e. The Bidder will not be able to submit his bid after expiry of the date and time of submission of Bid (sever time). The date and time of Bid submission shall remain unaltered even if the specified date of submission of bids declared as a holiday.</li> <li>f. The Bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure the correctness of the E-bid prior to uploading and take printout of the system generated summary of submission to confirm successful uploading of Bid. The Bids cannot be opened even by the OIT / Opener before the due date and time of opening.</li> <li>g. Each process in the CPP Portal is time-stamped and the system detect the time of login of each user including the E-Bidder.</li> <li>h. The Bidder should ensure clarity / legibility of the document updated by him to the CPP Portal.</li> <li>i. The Bidder should check the system generated confirmation statement on the status of the submission.</li> <li>j. The Authority and CPP Portal is not responsible for any failure, malfunction or break-down of the electronic system during the bidding process.</li> <li>k. Any alteration in the constitution of Bidder after the submission of the Bid, will result in disqualification of the Bidder, as the case may be.</li> </ul>
26.	<b>Deadline for Submission of Bids</b>	<p>Bids must be uploaded online no later than the <b>(...Date...)</b> at <b>(... Time...)</b> hrs.</p> <p>The Authority may, at its discretion, extend the deadline for the submission of bids by amending the RFB Documents and issuing an addendum, in which case all rights and obligations of the Authority</p>

		and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
27.	<b>Withdrawal, Substitution, and Modification of Bids</b>	<p>A bidder may withdraw its bid by using appropriate option for bid withdrawal, before the deadline for submission of bids. Bidders shall make requisite arrangement as per the procedures set out in the CPP Portal.</p> <p>No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Tender document or any extension thereof.</p>

#### **F. Opening of Technical Parts of Bids**

28.	<b>Opening of Technical Parts of Bids</b>	The Authority shall publicly open Technical Parts of all bids received by the ( <i>....Date...</i> ) at ( <i>..time..</i> ) hrs at ( <i>...address..</i> ), in the presence of Bidder's designated representatives and anyone who chooses to attend. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, EMD and Bid Processing Fee submitted shall be first scrutinized, and Bids that do not comply with the above provisions will be declared non-responsive and will not be opened.
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#### **G. Evaluation of Bids – General Provisions**

29.	<b>Confidentiality</b>	<ol style="list-style-type: none"> <li>Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process.</li> <li>Any effort by a Bidder to influence the Authority in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</li> <li>Notwithstanding to Point b. above, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Authority on any matter related to the bidding process, it should do so in writing.</li> </ol>
30.	<b>Clarification of Bids</b>	<ol style="list-style-type: none"> <li>To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the</li> </ol>

		<p>correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.</p> <p>b. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p>
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## **H. Evaluation of Technical Parts**

31.	<b>Determination of Responsiveness</b>	<p>a. In evaluating the Technical Parts of each Bid, the Authority shall use the criteria and methodologies listed Section 3 - Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.</p> <p>b. The Authority's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in Documents Comprising of Technical Bid and to determine the completeness of each document submitted.</p> <p>c. A substantially responsive Bid is one that meets the requirements of the RFB Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>d. If accepted, would -</p> <ul style="list-style-type: none"> <li>i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>ii. limit in any substantial way, inconsistent with the RFB Documents, the Authority's rights or the Bidder's obligations under the Contract; or</li> <li>iii. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>e. If a bid is not substantially responsive to the RFB Documents, it shall be rejected by the Authority and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
32.	<b>Qualification of the Bidders</b>	<p>a. The Authority shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section 3 - Evaluation and Qualification Criteria.</p> <p>b. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. The determination shall not take into consideration the qualifications of other firms suchza as the Bidder's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder.</p> <p>c. If a Bidder does not meet the qualifying criteria specified in Section 3, Evaluation and Qualification Criteria, its Bid shall</p>

		<p>be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>d. Only Bids that are both substantially responsive to the RFB document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second opening.</p>
<b>I. Evaluation of Financial Parts</b>		
33.	<b>Public Opening of Financial Parts</b>	<p>a. Following the completion of the evaluation of the Technical Parts of the Bids, the Authority shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the RFB Document.</p> <p>b. The Authority shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria their Financial Part of Bid will be opened at the public opening of Financial Parts.</p> <p>c. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices.</p>
34.	<b>Comparison of Financial Parts</b>	<p>a. After evaluation of Financial Part, the contract shall be awarded to the lowest bidder.</p> <p>b. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.</p> <p>c. The Authority shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated Bid Price.</p>
35.	<b>Authority's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<p>The authority reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently verify, disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with the bidding process.</p> <p>The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, EMD,</p>

		shall be promptly returned to the Bidders.
<b>J. Award of Contract</b>		
36.	<b>Award Criteria</b>	The Authority shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the RFB Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
37.	<b>Notification of Award</b>	Prior to the expiration of the period of bid validity, the Authority shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called —Letter of Acceptance) shall specify the sum that the Authority will pay in consideration of the scope of work, hereinafter called as “Contract Price”.
38.	<b>Publication of Award</b>	At the same time the Authority shall publish in a CPP Portal <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> or on the Authority’s website, the results identifying the bid and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
39.	<b>Signing of Contract</b>	<ol style="list-style-type: none"> <li>Promptly after notification, the Authority shall send the successful Bidder the Contract Agreement. The Agreement shall be signed on the format provided in this RFB Document.</li> <li>The Successful Bidder will be required to execute the Agreement on a non-judicial stamp of specified value at its cost.</li> <li>The Successful Bidder shall sign the Agreement within 15 working days from the date of issuance of the LOA.</li> <li>The contract shall come into force from signing of the Agreement or from such subsequent date as may be decided by the Authority.</li> <li>If the Bidder, whose Bid has been accepted, fails to sign a written Contract or fails to furnish the required Performance Bank Guarantee within specified period, the Authority may take following action (s) against the Successful Bidder -           <ol style="list-style-type: none"> <li>The Successful Bidder may be disqualified from bidding for any contract with Authority for a period of Five years from the date of disqualification.</li> <li>EMD of the Successful Bidder may be forfeited by the Authority.</li> </ol> </li> </ol>
40.	<b>Contract Period</b>	The contract period is ..... <b>years</b> from the date of commencement

		of operation of the center <b>including AMC beyond the initial 2 years of operation.</b>
41.	<b>Performance Bank Guarantee</b>	<p>Within 15 (fifteen) days of the receipt of notification of award from the Authority, the successful Bidder, shall furnish the Performance Bank Guarantee in Form (L) from any Nationalised or Scheduled Commercial Bank of amount equivalent to 5% of the Contract for Operation period of ..... years, <b>including AMC beyond the initial 2 years of operation. in favour of .....</b></p> <p>The successful Bidder shall furnish the Performance Bank Guarantee using the Form L included in the RFB Document or any other form acceptable to the Authority. Failure of the successful Bidder to submit the above-mentioned Performance Bank Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event the Authority may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Authority to be qualified to perform the Contract satisfactorily.</p> <p>The Performance Bank Guarantee shall be returned on meeting the following obligations by the Bidder:-</p> <ul style="list-style-type: none"> <li>a. Satisfactory and trouble-free performance of .....years of operations.</li> <li>b. Satisfactory audit report by executing agency after handover of the respective centers.</li> <li>c. Receipt of separate Performance Bank Guarantee of amount equivalent to 5% of Contract Price pertaining to <b>operation and AMC</b>, and valid for a period of 5 (five) years.</li> <li>d. Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of the RFB and consequent contract.</li> <li>e. A written notice of at least 15 days will be given to the Successful Bidder before the Performance Bank Guarantee is forfeited.</li> </ul>
42.	<b>Terms of Payment</b>	<ul style="list-style-type: none"> <li>a. The Successful Bidder shall be paid on quarterly basis on submission of Bill duly signed by the authorized signatory to the Authority.</li> <li>b. The Authority after confirming that the bill is in accordance with the provisions of the Financial Bid of this RFB and verifying the satisfactory performance of operation and maintenance of I&amp;C Centers, will make payment with deductions, if any, for penalty and/or any other dues.</li> <li>c. All payments shall be in Indian Rupees.</li> </ul>

		<p>d. The Authority shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and set off against any amount due to the Bidder under the Contract, any amount or amounts which the Bidder is liable to pay to the Authority under the Contract.</p>
43.	<b>Fraud and Corrupt Practices</b>	<p>a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award (LOA) (Form M) and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement (as per Form N), the Procuring Authority may reject a Bid, or withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusion in the Bidding Process. In such an event, the Procuring Authority shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Procuring Authority under the Bid documents and/ or the Contract Agreement, or otherwise.</p> <p>b. Without prejudice to the rights of the Procuring Authority herein above and the rights and remedies which the Procuring Authority may have under the LOA or the Contract Agreement, or otherwise, if a Bidder is found by the Procuring Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusion during the Bidding Process, or after the issue of LOA or the execution of Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFQ or RFP issued by the authority during a period of 2 (two) years from the date of such Bid.</p> <p>c. For the purposes of this RFB Document, the following terms shall have the meaning hereinafter respectively assigned to them:</p> <p>d. "Corrupt" means</p> <p>i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Procuring Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there</p>

		<p>from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Procuring Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or</p> <ul style="list-style-type: none"> <li>ii. save and except as permitted under this RFB, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or to the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Procuring Authority in relation to any matter concerning the Project;</li> <li>e. "Fraudulent" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;</li> <li>f. "Coercive" means impairing or harming, or threatening to impair or harm, action directly or indirectly, any person or property to influence any person's participation or in the Bidding Process;</li> <li>g. "Undesirable" means establishing contact with any person connected with or employed or engaged by the Procuring Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.</li> <li>h. "Restrictive" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.</li> <li>i. "Collusion" is a secret agreement between two or more parties to limit open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law typically by defrauding or gaining an unfair market advantage.</li> </ul>
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## Section 3 – Evaluation and Qualification Criteria

### Technical Part – Qualification Criteria

S. No.	Qualification Conditions	Documents to be uploaded
1	<p>As per Rule 176 of the CMVR, 1989, as amended from time to time -</p> <p>a. The Bidder shall be a Company registered under the Companies Act of 2013 or any previous Indian Companies Act</p> <p>OR</p> <p>Partnership Firm registered under the Partnership Act, 1932</p> <p>OR</p> <p>Limited Liability Partnership registered under the LLP Act, 2008,</p> <p>OR</p> <p>Proprietorship firms</p> <p>b. Vehicle manufacturer in India/ Indian subsidiary of foreign manufacturer/ Authorized dealer / Service stations are not allowed to participate as Bidder or member of JV/ Consortium.</p> <p>c. The maximum numbers of bidders allowed in a consortium is 3 (three). The JV/ Consortium shall nominate a lead member of the Consortium having authority to conduct business on behalf of the Consortium.</p> <p>d. The Lead Bidder of the JV/Consortium must mandatorily have <b>at least 3 years' experience of operating vehicle I&amp;C Centres in the last 5 years</b> from the date of notification of this tender.</p> <p>e. An individual bidder which is part of a</p>	<p>1. Copy of the Certificate of Incorporation of the company, and MoA issued by Registrar of Companies.</p> <p>OR</p> <p>Copy of the Partnership Deed duly registered under the Partnership Act 1932 in case of a Partnership Firm</p> <p>OR</p> <p>Copy of the Limited Liability Partnership Certificate in case of a LLP</p> <p>OR</p> <p>Copy of GST/PAN/Udhyam Aadhar Certificate in case of Proprietorship firms.</p> <p>2. Notarized copy of GST Certificate and PAN Card of individual Bidder/lead bidder in case of JV/Consortium</p> <p>3. In case of JV/ Consortium, the Bidder shall submit a notarized Power of Attorney nominating the Lead member and copy of the MOU specifying the details of the members of the Consortium, shareholding and financial, technical, and operational responsibility and obligations which will be undertaken by each member of the JV/ Consortium.</p> <p>4. Bidders shall submit a notarized undertaking that they are not a vehicle manufacturer in India/ Indian subsidiary of foreign manufacturer/ Authorized dealer / Service stations.</p>

	JV/ Consortium as member, shall not participate in more than one Bid. This includes participation as a/ lead member/ non-lead member in other Bids.	
2	<p>The Sole Bidder/ JV/ Consortium shall have a cumulative experience of operation of vehicle test lanes comprising of roller brake tester, side slip tester, suspension tester, headlight tester and axle weight measuring equipment, for minimum 20 lane years in India and/or abroad in the last 15 (fifteen) years as on the date of notification of this tender.</p> <p>Explanation: 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>Notarized undertaking from the Bidder along with certified copy from the operator of the centre regarding experience of operation of Test Lanes comprising of roller brake tester, side slip tester, suspension tester, headlight tester and axle weight measuring equipment in Form E.</p> <p>International experience of Parent <b>company of the Bidder shall be considered if the lead bidder is a wholly owned subsidiary of the parent company.</b> The Bidders submitting experience of Parent/Subsidiary Company must submit shareholding pattern as on the date of release of this tender to establish parent/subsidiary relationship. The experienced Parent/Subsidiary company must submit Undertaking in form- R to indicate contribution/knowledge sharing in the assignment.</p>
3	<p>The Sole Bidder / any member of JV/ Consortium shall have a minimum Average Annual Turnover of more than Rs 10.00 Crores (Rupees ten crore) in the last three (3) Financial Years <b>(...specify financial years.....)</b> for participation in the bid and should have net profit in last 3 (three) Financial years.</p> <p>Out of minimum Average Annual Turnover of Rs. 10.00 crores, as prescribed above, the bidder should have a minimum Average Annual Turnover of Rs. 3.00 crore from operation of vehicle testing centers in the last three (3) Financial Years <b>(...specify financial years.....).</b></p>	Scanned copy of the original audited statement of accounts annual profit & loss statement certified by a Chartered Accountant with UDIN alongwith Turnover Certificate from CA in Form (F).

4	Earnest Money Deposit (EMD)	Proof of payment of EMD to be furnished alongwith undertaking in Form (G)
5	Bid Processing Fee	Proof of payment of Bid Processing Fee to be furnished.
6	The Sole Bidder/ all members of JV/ Consortium (Business Entity / Promoter(s) / Director(s) of Business Entity) shall not be blacklisted/ debarred/ banned/ ineligible by any Central Government undertaking/ State Government/ UT undertakings as on the date of opening of bids.	Notarized Affidavit certifying that the Bidder/ all members of JV/ Consortium are not blacklisted in Form (H).
7	The Sole Bidder / all members of JV/ Consortium shall furnish Power of Attorney (PoA) in the name of Authorized Signatory/ Lead member of JV/ Consortium for submitting Bid on their behalf.	Notarized Power of Attorney (PoA) to be furnished in Form (D).  In case the Sole Bidder is registered as a Partnership Firm, the PoA shall not be required to be furnished.
8	The Sole Bidder / all members of JV/ Consortium (Business Entity / Promoter(s) / Director(s) of Business Entity) has not been convicted by any Court of Competent Jurisdiction as on the date of opening of bids.	Notarized Affidavit to be furnished in Form (I). .
9	The Sole bidder/JV/Consortium must comply with the qualification and experience manpower requirements to be deployed as listed under the scope of work section.	Notarized undertaking in Form (Q) to be submitted along with the Technical Bid.
10	The Sole bidder/JV/Consortium must have operated the center on its own and not through outsourcing to a third party.	Notarized undertaking specifying that the center has been operated by the sole bidder/JV/Consortium on its own and not through outsourcing to a third party.
11	Confidentiality	Undertaking in Form (P)
12	Letter of Undertaking from Parent Company, wherever applicable	In Form R

**Note:**

- All Forms and supporting documents, shall be duly signed by the authorized representative, scanned and uploaded by the Bidders in the CPP Portal only. In case of any discrepancy in*

*the above furnished forms and supporting documents, the bid will be considered non-responsive.*

- b.** The Sole bidder or lead bidder in case of JV/Consortium, must be registered and incorporated in India and possess a valid GST and PAN. As per Ministry of Finance, Department of Expenditure, Public Procurement Division Order (Public procurement No. 1) F.No.6/18/2019-PPD dated 23rd October, 2020 regarding Restrictions under Rule 144 (xi) of General Finance Rules (GFRs), 2017, any Bidder (including members of consortium) from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. In work contracts, including turnkey contracts, contractors shall not be allowed to sub-contract to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- c.** The Bidder has to submit a letter from the manufacturer or supplier of the testing equipments for providing their AMC services to the Bidder during the contract period.
- d.** Bidder has to submit documents as proof for establishing their experience of operation of test lanes, such as Audit / Installation report of testing agency as per Rule 176 and Rule 184 of CMVR, 1989 or certificate / Inspection Report of Transport Department of concerned State Government.
- e.** A delegation (**comprising member from the State Government and the Executing Agencies**) appointed by the authority shall visit the existing operational sites of technically qualified bidders to assess their performance and experience. In case of consortium, the operational site of lead bidder / **any consortium member** would be visited by the authority. The bidder / **any consortium member**, whose operational site would be visited, shall bear all the expenses including travel (economy class air fare), boarding, lodging, etc. of the said visit.

### **Conditions Governing JV/ Consortium**

Upon notification of award of contract and issuance of LoA, a Joint Venture (JV) Agreement among the members of the Consortium (to whom the work has been awarded) shall be executed and got registered before the Registrar/Sub-Registrar under the Registration Act, 1908. This Agreement shall be submitted to the Authority before signing of Contract Agreement with the Authority. In case the successful Bidder fails to furnish the JV Agreement, the EMD of the Bidder shall be forfeited as penalty and other penal actions shall be taken against all members of JV/ Consortium. This JV Agreement shall have, inter-alia, following Clauses:

- 1. Joint and Several Liability** – All members of JV/Consortium shall be jointly and severally liable to the Authority for execution of the contract in accordance with the General Conditions of Contract. The members shall also be liable jointly and severally for the loss, damages

caused to the Authority during the course of execution of the Contract or due to non-execution of the Contract or part thereof.

2. **Duration** – The JV Agreement shall remain valid during the entire period of the Contract including the period of extension.
3. **Governing Laws**- The Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
4. **Authorized Representative** – All members of JV/Consortium shall nominate the Lead member of the Consortium as an authorized representative of JV/Consortium. The authorized representative shall deal with the tender, sign the agreement or enter into Contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Contract. All notices and correspondences with respect to the Contract would be sent only to this authorized member of the Consortium.
5. No member of the Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of Authority in respect of the said Contract.
6. Documents to be enclosed by the JV Firm along with the tender:
  - a. **In case one or more of the members of the Consortium is/are partnership firm(s), following documents shall be submitted:**
    - i. Notary certified copy of the Partnership Deed,
    - ii. Consent of all the partners to enter into the Agreement on stamp paper of appropriate value (in original).
    - iii. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the Agreement on behalf of the partnership firm and create liability against the firm.
  - b. **In case one or more members is/are limited companies, the following documents shall be submitted:**
    - I. Notary certified copy of resolutions of the Directors of the Agency, permitting the Agency to enter into an agreement, authorizing MD or one of the Directors or Managers of the Agency to sign Agreement, such other documents required to be signed on behalf of the Agency and enter into liability against the Agency and/or do any other act on behalf of the Agency.
    - II. Copy of Memorandum and Articles of Association of the Agency, wherever applicable. If documents are in language other than English, then both, original document & notarized copy of its English translation need to be submitted.

Power of Attorney (duly registered as per prevailing law) by the Agency authorizing the person to do/act mentioned in the **Para (a)** above.

#### **Financial Part – Evaluation Criteria**

1. In Financial Bids, Bidders shall quote the cost of operation **and maintenance (after two years of warrantee period)**, as provided in Form (K).
2. Besides, the bidder is all required to furnish cost of operations and maintenance for **additional 5 (five) years after expiry of the contract period**, which will give an option to States to continue with the same operator at the quoted cost after the expiry of the initial contract period. However, this cost shall not be included in the financial evaluation for award of contract.
3. The GST as applicable will be paid to the selected bidder on the award of Contract.
4. The Authority shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid for award of Contract.

## Section 4: Bidding Forms

### Form (A): Letter of Bid – Technical Part

[On the letterhead of the Bidder]

**Date:**

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
State Government of .....

**Ref: RFB No ..... dated: .....**

We, the undersigned, declare that:

1. We have examined and have no reservations to the RFB document, including Addendum/Corrigendum issued in the bidding process.
2. We meet the eligibility requirements and have no conflict of interest in accordance with the RFB Document;
3. I/We hereby upload our Bid, which includes the Technical Bid and a Financial Bid for the operation of I&C Centers mentioned in the **tender no.....dated.....**
4. My/Our Bid is valid for a period of 180 days from the last date of Submission of Bids, extendable further for the additional period, on request of the Authority, without any additional cost.
5. I/We hereby declare that all the information and statements made in this Bid, are true and complete in all respects and are as per the requirements of the RFB.
6. I/We further understand that any information which is found false or is not as per the requirements and terms & conditions of the RFB Document, may cause disqualification of my/our Bid.
7. I/We hereby declare that I/We have submitted EMD of requisite value in the form and manner as specified in the RFB.
8. I/ We acknowledge the right of the Authority to reject my/our Bid without assigning any reason.
9. I/ We certify that in the last three years from the bid submission due date, I / we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
10. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFB document; and

- b. I/ We do not have any conflict of interest in accordance with any Clauses of the RFP document; and
- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFB document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Government or any other public sector enterprise or any Government, Central, Union Territory or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFB document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- e. The undertakings given by me/us along with the Bid for the Project are true and correct as on the Bid Due Date and I/ we shall continue to abide by them.

11. I/ We understand that the Authority may cancel the Bidding Process at any time and that the Authority neither bound to accept any Bid that the Authority may receive for the Project, without incurring any liability to the Bidders.

12. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against our Associates or against our CEO or any of our directors/managers/employees.

13. I/ We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procuring Authority in connection with the qualification/ short listing of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. I/ We have studied all the Bid documents carefully and also surveyed the Project. I/We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

15. I/ We agree and understand that the Bid is subject to the provisions of the Bid documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.

16. If our bid is accepted, we commit to obtain a performance security in accordance with the RFB document;

17. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

18. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

19. I/We shall maintain the confidentiality of Confidential Information and protect confidential information of third parties delivered to us in good faith for this project by the Authority

20. I/We shall not at any time whatsoever:

- a. disclose, in whole or in part, any Confidential Information received directly or indirectly from the Authority to any third party.
- b. reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.

**Signature of Authorised Signatory**

**Name**

**Designation**

**Seal**

**Form (B): Details of Bidder's**  
**[On the letterhead of the Bidder]**

**1. Bidder's Information**

<b>Bidder Identification</b>	
a) Name of Bidder	
b) Registered address (in full)	
c) Details of registration (in full)	
d) Principal place of business	
e) Telephone number and mobile number	
f) Fax number	
g) Website	
h) Person to contact in connection with this Bid (Name, Designation, Contact No)	
<b>Business Organization</b>	
a) Date incorporated	
b) Where incorporated	
c) Brief description of Bidder's principal activities with emphasis on scope of work (Use separate sheets as required)	
d) Has your Agency ever been black listed or terminated for default by any Government entity , Central/State/UT/PSUs	<i>[If yes, provide detail in an attachment to this form]</i>

**Form (C): Format of Affidavit**

**(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)**

I, \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a Bid for Name of RFB \_\_\_\_\_. Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Authority to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Authority.

The undersigned also understands that furnishing of false information could result in disqualification of his Agency (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, Authority shall withdraw the LOA or terminate the Contract, as the case may be, without being liable in any manner.

Dated this ..... Day of ....., 20..

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium.

## Form (D): Power of Attorney

Know all men by these present, We .....(name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms..... (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for REQUEST FOR BID FOR OPERATION OF        MODEL INSPECTION AND CERTIFICATION CENTER proposed by ..... (the "Authority") including but not limited to signing and submission of Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Procuring Authority, representing us in all matters before the Procuring Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Procuring Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

The said Power of Attorney has been executed through power received through Board Resolution dated .....

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

(Signature)

Name:

Designation:

Address:

Witnesses:

1.

2.

## Form (E): Experience Details

(To be scanned and uploaded)

Experience of Similar Project Operations

### Performance

<b>Project Location</b>	<b>and Client Point of Contact</b>		
<b>Client Point of Contact</b>	<i>[Contact Person and Contact Details including address, telephone number, mobile number, fax number, e-mail address, etc]</i>		
<b>Description of scope of work</b>			
<i>[(i) Information on the role of the Bidder and its scope of work in the Project. (ii) Brief description of the equipment capabilities and accuracies.]</i>			
<b>Project Duration</b>		<b>Reasons for delay (if any)</b>	
<b>Start Date</b>	<b>Completion Date</b>		
<b>Other Information</b>		<i>[Any other information regarding accomplishments, project complexities, etc that Bidder desires to provide]</i>	

### Signature of Authorised Signatory

Name

Designation

Seal

**Form (F): Average Annual Turnover****[On the letterhead of CA]**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

**Financial Information**

Year	2021-22	2022-23	2023-24	*
Annual Turnover (in INR)				
Annual Turnover through operation of vehicle testing centers (in INR)				
Profit (in INR)				

This should be certified by a Chartered Accountant

The Bidders shall furnish Copies of balance sheet (Profit and loss statement) of aforesaid 3 FY certified by the Chartered Accountant.

## Form (G): Undertaking for e-payment of Earnest Money Deposit

(To be scanned and uploaded)

To:

\_\_\_\_\_  
\_\_\_\_\_  
**State Government of .....**  
\_\_\_\_\_

Dear Sir,

I/We hereby declare that the EMD of Indian Rupees \_\_\_\_\_/- Only (Rs. \_\_\_\_\_) for  
(name of the centers) has been paid through Bank Guarantee. The Bank Guarantee/ has  
been uploaded along with the technical bid of the RFB document.

1	Beneficiary Name	_____
2	Beneficiary Account Number	_____
3	Beneficiary Account Type	_____
4	9 digit MICR Code	_____
5	Beneficiary Bank IFSC/RTGS/NEFT Code	_____
6	Beneficiary Bank Name	_____
7	Beneficiary Bank Address	_____

The scanned copy of the Bank Guarantee has been uploaded along with the Technical Bid. The original Bank Guarantee of the EMD will be submitted to the authority on or before **-----  
XX/XX/2025**.

*[\*strikeout which is not applicable]*

**Signature of Authorised Signatory**

**Name**

**Designation**

**Seal**

**Form (H): Affidavit Certifying that Bidder is not Blacklisted**  
**(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by public notary)**

I M/s. ...., (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the bid submission date.

We further confirm that we are aware our Bid for the Name of RFB \_\_\_\_\_, would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFB at any stage of selection and/or thereafter during the term of the Contract.

Dated this ..... Day of ....., 201....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

**Form (I): Affidavit Certifying that Bidder has not been convicted by any Court of Competent Jurisdiction**

**(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by public notary)**

I M/s. ...., (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not convicted by any court of Competent Jurisdiction in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such conviction subsists as on the bid submission date.

We further confirm that we are aware our Bid for the Name of RFB \_\_\_\_\_, would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFB at any stage of selection and/or thereafter during the term of the Contract.

Dated this ..... Day of ....., 20....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

**Form (J): Performa for Curriculum Vitae**

(To be submitted as per requirements of this RFB)

1. **Name of Staff** [*Insert full name*]:
2. **Date of Birth**:
3. **Nationality**: \_
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_
5. **Training** [*Indicate significant training obtained*]:
6. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:
7. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
8. **Details of Tasks Assigned for this Assignment** [*List all tasks to be performed under this assignment*] :
  
9. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the assignments in which the staff has been involved, indicate the assignments that best illustrate staff capability to handle the tasks listed under point 8.]*

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment : dates of employment, name of employing organization, positions held.*]:

**Signature of Authorised Signatory****Name****Designation****Seal**

**Form (K): Financial Proposal**

[To be executed on the Letter Head of the Bidder]

(To be scanned and uploaded)

[Location, Date]

**To**

\_\_\_\_\_  
\_\_\_\_\_  
**State Government of .....**  
\_\_\_\_\_

Dear Sir,

1. I/We, the undersigned, offer my/our Financial Bid in response to your RFB No. .... Dated.....
2. I/ We have studied this Bid document carefully and also surveyed the **5** I&C Centers as defined in the RFB Document.
3. I/We hereby submit the Financial Bid as follows:

Description	Cost of operation for 2 years (in INR)	Cost of operation and AMC for .....years after 2 years of operations period (in INR)	Total Cost (To be counted to decide L-1)
<b>I&amp;C Centres at.....</b> <b>Cost excluding GST, as applicable, as per the requirements of the RFB Document.</b>			

**Break-up of cost of Operation and Maintenance (O&M) for 5 years beyond the contract period as on option to the State Government for extension of contract (It will not be counted to decide L-1 bidder)**

Description	Cost of O&M for 1 <sup>st</sup> year beyond contract period	Cost of O&M for 2 <sup>nd</sup> year beyond contract period	Cost of O&M for 3 <sup>rd</sup> year beyond contract period	Cost of O&M for 4 <sup>th</sup> year beyond contract period	Cost of O&M for 5 <sup>th</sup> year beyond contract period	Total cost of operation for 5 yrs beyond initial contract period. (In INR)
<b>Cost of O&amp;M for I&amp;C centre at (... location...), excluding GST</b>						

4. I/We hereby declare that all the information and statements made in this Bid are true and complete in all respects and are as per the requirements of the RFB Document.
5. I/We further understand that any information which is found false or is not as per the requirements and terms & conditions of the RFB Document may cause disqualification of my/our Bid.
6. I/ We agree and understand that the Bid is subject to the provisions of the Bid documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract are not awarded to me/us or our Bid is not opened or rejected.
7. I/ We agree and undertake to abide by all the terms and conditions of the RFB document.

In witness thereof, I/ we submit this Financial Bid under and in accordance with the terms and conditions of the RFB document.

Yours sincerely,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Name of the Bidder

Address:

Seal of the Bidder

[Note1: Authorized person signing this document shall attach a proof of authorization for signing on behalf of the Bidder Agency)

## Section 5 - Scope of Work

The Operator shall undertake Operation and Maintenance (O&M) of I&C centre at (...location...) for period of ..... years (maintenance contract would be applicable beyond two years of initial operation during which warrantee period of supplier would be applicable), which may be further extended by up to 5 (five) years, as per the approval by the respective State Government. The Operator shall be responsible for smooth running of operations as well as maintenance for the contract period.

The Bidder is required to undertake Operation and Maintenance (O&M) of the Centre including utilities for a period of ..... years from the date of successful commissioning of test lane equipments. The maintenance contract would be applicable only after two years of initial operation during which warrantee period of supplier would be available. The bidder will be responsible for providing house keeping, security, maintenance of center and utilities for the period of ..... years of operation. The Bidder shall deploy requisite number of Trained Office Staff, Technicians, Operators, Supervisors and Managers at the centre for operation of the equipment, testing of vehicles and issuing a Fitness Test report. Overall management of the center for smooth operations of the center. The bidder is required to provide the organization chart for operation and maintenance of the test centers.

The Successful Bidder shall perform, execute and implement the following works for operation of Inspection & Certification Center at respective locations:

- a. Operation of all equipments for successful operation of the Center, following operation process as defined by the Equipment Supplier;
- b. Operation of Desktop Computers, Servers, Printers and other necessary IT equipments and related consumables;
- c. Operation and maintenance of Diesel Generator Set as well as UPS of adequate capacity for power back up for the Center;
- d. Deployment of technically qualified and good character manpower for all the services related to successful and uninterrupted operation of the Center;
- e. Conducting Motor Vehicle inspection tests as per the provisions of the Central Motor Vehicles Rules (CMVR) 1989 and respective State Government Rules, as amended time to time;
- f. Perform additional vehicle inspection tests as directed by any Competent Court of Law or Competent Authority or Central Government or respective State Governments;
- g. Perform Vehicle Pollution Emission Tests as per provisions of the CMVR 1989, as amended time to time and/or directed by any Competent Court of Law or Competent Authority or Central Government or respective State Governments;
- h. Issuance of Certificate of Fitness to vehicles, successfully passing the required tests;
- i. Audit and assessment of testing station shall be conducted as per the requirements
- j. Maintaining the landscaping / horticulture at the Center.
- k. Other works assigned to the Bidder in this Section of the RFB.

The selected operator is required to follow the QA/QC documents prepared by the Supplier for following operations:

- a. Test procedures for testing vehicles in the lane
- b. Calibration procedure and plan
- c. Maintenance procedure and plan
- d. Data Management (Data storage, mining, archiving, etc) & Networking
- e. Optimization for vehicle through-put, Plan a detail flow of the Testing process to be followed including customer handling process
- f. Test report customization and generation
- g. Interact with Vehicle operators for Testing vehicles
- h. Check relevant documentation

The successful sole bidder/JV/Consortium must operate the center on its own and not through outsourcing to a third party. The Bidder is required to independently operate the Centre. The bidder should be able to do the following for running of operations.

### **1. Equipment management**

- a. Bidder or his consortium partner should also have experience of running computerized inspection centres.
- b. The Bidder or his consortium should have the experience of inspecting the range of all type of vehicles from light commercial vehicles to heavy commercial vehicles.
- c. The bidder or his consortium should have successful track record of operating the lanes and testing the vehicles.

### **2. Manpower management**

- a. The bidder should be able to deploy required manpower like Trained Technicians, Operators, Supervisors and Managers at the centres for operation of the equipment, testing of vehicles and issuing a Fitness Test report.
- b. The bidder should manage the team of operators for smooth and efficient running of centre and maintain the record of manpower working in the center. The bidder should furnish the required details manpower utilization periodically.
- c. The bidder is required to comply with the legal requirements of deployed manpower as per applicable Indian governing laws.
- d. The bidder is required to ensure to follow Industrial safety norms manpower deployed at the operation lane.
- e. Bidder should deploy a lane manager whose responsibility will be to manage the team responsible for inspecting and testing.

### **3. Trainings**

- a. Bidder should have in-house team for providing training to inspectors, other staff and DoT officials for inspection. In addition to English and Hindi, Bidder is required to provide training in local language.
- b. Bidder should have in-house team to provide update trainings as and when required for the operators and inspectors.

#### **4. Operation procedures**

- a. Bidder should follow the duly defined Operation procedures for inspecting and testing of vehicles.
- b. The supplier of Test lane equipment shall provide manuals in English, Hindi and Local Language for testing and inspection of vehicles in soft copy and hard copies. The bidder should follow the prescribed procedures.

#### **5. Services and Spare parts during warranty period**

- a. The equipment supplier will provide services under the warranty period such as preventive and corrective maintenance as per provisions under the supply Tender No. RT-25038/11/2017-RS dated 15-07-2022 issued by Ministry of Road Transport and Highways (MoRTH), Government of India. As per the supply tender, the Warranty period will start from the date of acceptance of the equipment.
- b. Spare parts for 2 years will be provided by the equipment supplier. Also, warranty for the equipments for 2 years is provided by the Equipment Supplier under Tender No. RT-25038/11/2017-RS dated 15-07-2022 issued by Ministry of Road Transport and Highways (MoRTH), Government of India. Equipment supplier is responsible for preventive and corrective maintenance for initial 2 years.

#### **6. Data management**

Bidder should be able to do data management in the software like data storage, mining, archiving etc. and necessary integration with relevant database such as Vahan. Provide full support in data exchange between the test center data, Vahan, and the State Departments. The provision of user login along with training support to the selected operator shall be facilitated by the supplier of the equipment. The equipment supplier will provide all integration protocols/APIs for the software to be integrated with other softwares.

- a. Bidder should enter the information received from government and other agencies like:
  - Name of all manufacture of vehicle
  - Name of models manufactured by all OEMs.
  - Information about particular vehicles like registration number.
  - Testing specification and pass / fail criteria for vehicles

#### **7. Software operations**

- a. Bidder should enter all types of information in the master database manually as received or from DoT server through the link provided which would also include the following information but not limited to –
  - Vehicle type
  - Registration number
  - Engine number
  - Chassis number
  - Date of last inspection
- b. Generate test reports as required by executing agencies from time to time.

## 8. **Test Runs**

Bidder should periodically carry out in service checks on a defined frequency on all lanes to ensure smooth and correct running for lanes without hampering the routine operations.

### A. **LIST OF EQUIPMENT**

Details of Testing Equipment and its specifications are given in **Section 8 of this RFB Document**.

### B. **LIST OF TESTS**

The list of tests to be conducted is given in **Section 10 of this RFB Document**.

### C. **TESTING PROCESS AND PROCEDURE**

The testing process and procedure are given in **Section 11 of this RFB Document**.

### D. **AUDIT AND ASSESSMENT**

- a. The performance and functioning of I&C Centers shall be monitored through periodic audits and Assessment as per Rule 184 of CMVR, 1989, as amended from time to time.
- b. At-least three audits (at a gap of 4 months) during 1<sup>st</sup> year of operation and thereafter at-least two audits each year (at a gap of 6 months) to be conducted.
- c. the Authority will conduct such audits and assessments through the respective executing agencies. The cost of **AUDIT** will be borne by the **State Government**.
- d. The audit and assessment of Center will cover the following aspects, namely: -
  - i. test equipment completeness;
  - ii. equipment calibration at the required frequency at least once a year or as per manufacturer's/equipment supplier's recommendation, whichever is earlier;

- iii. testing procedures as specified under this RFB;
- iv. calibration process of machinery;
- v. manpower as per specified qualification under this RFB;
- vi. sample check of at least three vehicles from each lane;
- vii. data integrity; and
- viii. functioning of all the Closed-Circuit Televisions installed at the Center.

e. The Procuring Authority, under exceptional circumstances, may also conduct surprise audits and assessments of Center. The cost of such audit and assessment will be borne by **State Government**.

f. The officials of the Center shall be responsible for enabling and cooperating with the inspection at any point of time during office hours.

g. The audit and assessment report, including surprise audit and assessment, as specified in Form O, along with the photographic evidence, shall be given to **State Government**.

h. Where any discrepancy pointed out during the audit and assessment, the same shall be rectified by the Successful Bidder within ten working days from the date of issuance of the audit and assessment report.

i. The rectification report shall be submitted to the audit and assessment agency for approval and Procuring Authority for information.

j. The Audit and Assessment agency, if it so desires, may undertake re-audit and re-assessment for validation and approval.

#### **E. PROJECT IMPLEMENTATION TEAM**

- a. The minimum manpower requirement and minimum qualifications shall be as per provisions of **Section 7 of this RFB**.
- b. The Successful Bidder on its own cost will appoint required operational manpower as per guideline of Indian Labor Law. The safety of the operational staff will also be taken into consideration.
- c. The Successful Bidder while deploying the required manpower shall comply with the provisions of the Minimum Wage Act and no manpower would be paid below the prevailing minimum wages of the respective State.
- d. The Successful Bidder is expected to provide experienced manpower for carrying out vehicle testing as per provisions of this RFB.
- e. The Successful Bidder shall provide Curriculum Vitae (CVs) in Form (J) of this RFB of the personnel deployed at the center within 15 days of award of work.
- f. The Successful Bidder shall maintain the record of manpower working at the Center.

- g. The Successful Bidder is required to comply with the legal requirements of deployed manpower as per applicable laws.
- h. The Successful Bidder is required to ensure safety norms as per Central Government regulations on Hazardous waste disposal, CPCB norms, norms of respective State Government etc. at the respective center.

**F. MAINTENANCE OF SOFTWARE OF TESTING EQUIPMENTS BY THE EQUIPMENT SUPPLIER**

- a. The Equipment Supplier shall ensure free of cost the system up-gradation with the latest version of software. The referred system up-gradation shall be applicable in the event of:
  - i. Critical releases on the software
  - ii. New Operating System adoption
  - iii. Accumulation of minor upgrades in the software
  - iv. Any changes in the test limits or test procedure or reporting requirement
- b. If Hardware up-gradation is required in order to achieve the software up-gradation, this shall be done by the Equipment Supplier at its own cost. The State Government shall not bear any cost arising from system up-gradation.
- c. The Equipment Supplier is also responsible for completing the tests for commissioning the upgraded software.
- d. This center may be linked to other centers and centralized server for networking. In this case, data generated through this center needs to be shared on this network. Also, some data can be sent through central server to the center for configuration. The center software should have the facility to share its data and accept external data through networking. The Equipment Supplier shall provide all necessary support in this networking activity by sharing necessary details related to data / data structure / web services / APIs etc. Also, Equipment Supplier shall upgrade its software at its cost, if required, to support this activity.
- e. The State Governments are using VAHAN software developed by NIC for registration of vehicles. The Equipment Supplier is required to integrate the software to link with VAHAN database for vehicle data. Feasible access will be given to the VAHAN database by respective State Governments. In case if the link is not available, lane software should operate in manual mode. That means it should be possible to run the lane operating software with manual data entry of vehicle details.
- f. Necessary cyber security certifications shall be provided for the Information technology Systems for safe access to the VAHAN database as applicable.
- g. Lane operating software shall have security locks for operator and vehicles. At each test station, test operation will commence after scanning the Operator ID Card, Vehicle Registration Certificate (RC) & Registration Number Plate. The test report should be generated automatically after completion of all tests. At the completion of test, the Pass or Fail result shall

be displayed to the Vehicle owner/operator at display screen installed at appropriate location within the center as suggested by **the State**/respective executing agencies.

- h. Software should have the facility to issue the pass sticker on a pre-printed stationary. The pass sticker is to be given to the vehicle owner/operator only in case of vehicles passing the fitness test along with the test report and fitness certificate. The required stationary and all necessary hardware/software for PASS Sticker shall be provided by the Successful Bidder at its own cost.
- i. Software should be able to customize and generate test reports as required by the respective State Governments from time to time.
- j. Successful bidder should ensure, the data entry, management and maintenance of the software for smooth running of the center and generation and sharing of the data with the concerned department/State Government.

#### **G. CALIBRATION**

- a. Equipment Supplier at his own cost will carry out calibration of installed equipment during two years of warranty period. Indicative calibration frequencies are provided in below. Calibration must be done as per the plan and requirements of the installed Equipment as prescribed by the Equipment supplier, in order to maintain their required performance:

<b>Sr. No.</b>	<b>Equipment</b>	<b>Calibration Frequency (Indicative only)</b>
1	Exhaust Gas Analyzer	4 months
2	Smoke Meter (Opacimeter)	4 months
3	Sound Level Meter	1 year
4	Roller Brake Tester	1 year
5	Speedometer Tester	1 year
6	Side Slip Tester	1 year
7	Suspension Tester	1 year
8	Headlight Tester	1 year

- b. All Testing Equipments shall be calibrated. Calibration certificates shall be made available to **the State Government** as well as MoRTH by the Equipment Supplier.
- c. Calibration equipment shall also be available with the Bidder in order to maintain the required performances of all the testing equipment included in this RFB.
- d. After the expiry of the Calibration Certificate, validity of the master tools and the certificate shall be renewed by the Equipment Supplier at its own cost from the NABL accredited agencies authorized for the same during two years of warranty period.

#### **H. CLIMATIC CONDITIONS**

The Successful Bidder shall be responsible for the performances of the equipments as per the climatic conditions mentioned in **Section 6 – Site(s) Description of this RFB**.

#### **I. HEALTH & ENVIRONMENTAL REQUIREMENTS**

All the equipments must meet the Environmental, Health and Safety aspects (CE or equivalent). The Successful Bidder is expected to provide all safety systems. The necessary certificates shall be kept all the time at the center by the Successful Bidder. In case of hazardous material, the Successful Bidder shall also keep Material Safety Data Sheet (MSDS) at the center. All the certificates kept at the center can be checked by the authority at any time.

#### **J. ANNUAL MAINTENANCE CONTRACT (AMC) OF EQUIPMENT SUPPLIED UNDER MORTH TENDER**

After completion of initial period of operation of 2 years by successful bidder, the Annual Maintenance Contract (AMC) of equipments supplied under Tender No. RT-25038/11/2017-RS dated 15-07-2022 issued by Ministry of Road Transport and Highways (MoRTH), Government of India, shall also be the full responsibility of the successful bidder as per Scope of Work of this tender for the remaining period of contract.

#### **K. OPERATIONAL TRAINING SUPPORT**

- a. As and when required, officials of respective State Governments will be trained by the Successful Bidder about Operation and functioning of the equipments installed at the Center.
- b. The expenses incurred for the training shall be borne by the Successful Bidder.

#### **L. DOCUMENTATION**

- a. The Successful Bidder shall keep, for each equipment, a manual as provided by the Supplier in English containing: description of the equipment with detailed drawings, instructions on the operation of the system, detailed software control commands, safety systems, calibration plan and procedure, and possible causes, and full maintenance plan and procedure details.
- b. Calibration certificates shall be included in the documentation.
- c. All the documents kept at the center can be checked by the State Government as well as MoRTH or by any authorized representative at any time.

#### **M. HANDOVER / TAKE OVER**

- a. Supply, Installation and commissioning of the Inspection Equipment will be done by the Equipment supplier under Tender No. RT-25038/11/2017-RS dated 15.07.2022 issued by MoRTH.

- b. During the intermediate period between commissioning and handing over of the center to the operator for operations, expenses related to electricity and water for the center will be borne by **the State Government**.
- c. After signing of the agreement between the successful bidder and **the State Government** for the O&M tender, the respective awarded centers will be handed over to the successful bidder in the presence of the executing agency.
- 'd. The successful bidder shall commence the operations as per the Implementation Plan provided in SECTION 4 (A)
- e. On completion of the operational period of the contract, the operator needs to hand over the center to respective State Government in fully operational condition. After handing over of the centre to the State by the operator, an audit will be conducted within three to six months.
- f. Software / Lane Management protocol is to be shared with respective State Government by the successful bidder at the time of handing over the center to the State Government as required. Also, Calibration of Equipment will be carried out during the **last audit of the contract period**.

## **Section 6 - Site Description (as per Rule 178 of the CMVR, 1989, as amended from time to time)**

(1) Before quoting for this tender, Bidders are requested to visit the Center to check the availability and actual working conditions of the testing equipments and other infrastructures and accordingly quote the Financial Bid.

This document is intended to provide additional information to the successful Bidder on the general description of the test Centers.

### **General description**

#### **1.1 Operating Conditions at test centers**

Temperature	-10°C to +50°C
Humidity (RH)	55 to 95 %

1.1.1 The Vehicle Inspection building will either be a steel structure / concrete building /Pre-Engineered Building (PEB) Structure. The building will either have two, three or four complete Inspection lanes, catering to Light Duty Vehicles upto 3.5 tons GVW including Three Wheelers & Taxis and the other for Medium and Heavy Duty Vehicles depending upon the vehicle population in the region.

#### **1.1.2 Electricity: Power available at site**

- Three phase: AC 415 V +/- 10 % and 50Hz +/- 1
- Single phase: AC 230 V +/- 10 % and 50Hz +/- 1

1.1.3 Diesel generator back up will be made available at the sites.

#### **1.2 Available Utilities**

- a. The supplier of the equipment will 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 consult with the executing agencies 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 executing agencies. Exact nos. & 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 center will be provided by executive agencies. State govt. will pay charges for electricity consumption of more than 5 nos. of AC's in the test center.

1.2.2. Bidder is required to specify special safety requirements if any.

## **Section 7 - Minimum Number and Minimum Qualifications of Manpower**

The manpower requirement will be governed as per Rule 179 of the CMVR, 1989, as amended from time to time, or any subsequent notifications issued by MoRTH for ATS. The Bidder shall ensure compliance of all laws for the time being in force, including labour laws as applicable.

The Bidder is required to submit an undertaking (Form Q) that while deploying the required manpower, it shall comply with the provisions of the Minimum Wage Act and no manpower would be paid below the prevailing minimum wages of the respective State.

The bidder is required to submit details of proposed remuneration for manpower deployment for each I&C centre alongwith the bid in the Form-Q1.

If a bidder quote the price of bid lower than the total proposed remuneration of manpower to be deployed, the bid shall be summarily rejected as abnormal low price bid.

## **Section 8 – List of Equipment and Technical Specifications**

The operator has to maintain equipments and technical specifications as per Rule 190 (5) of the CMVR, 1989, as amended from time to time, as under:

### **7.1 Technical specifications**

This section provides a tentative list of Equipment and its specifications; Bidders to consider the list of equipment and its technical specification only as indicative.

7.1.1 All the supplied equipment are designed to meet the following good engineering criteria:

- shall be easy to use,
- shall allow improvements and upgradation and
- shall have a low maintenance cost.

7.1.2 Force application system are either Pneumatic or Hydraulic type.

7.1.3 Metric units shall be used.

### **7.2 Common Equipment**

The equipment described in this chapter will be shared by all the lanes in the I& C station.

#### **7.2.1 Air Compressor**

<b>Sr. No.</b>	<b>Description</b>	<b>General Requirement</b>
1	Type	Rotary Screw Type.

2	Cooling Media	Air Cooled
3	Free density(CFM)	Air(22±10%) Cfm
4	Working Pressure	10 bar
5	Drive	Belt drive (without Coupling)
6	Noise Level(dB)	64 db±5%
7	Nominal Power & Standard Electrical	400V ±10%, 3 phase with Neutral
8	Controls	Microprocessor based regulator to be mounted at one side of compressor and this comprises with electronic intelligence with all safety interlock, compressor status indicators, compressor warning & shutdown indicators, Automatic operation with energy saving.ES99
9	Ambient Temperature	Min. : 2 ° C Max. : 49° C
10	Receiver Tank Capacity(ltrs.) at bar working pressure	10200±20%.
11	Paint Color of Cylinder	As per IS:4379
12	Acoustic Canopy & drive arrangement	Compressor package is enclosed in a powder coated acoustic canopy with sound absorbing material for limiting the noise level, avoids entry for dust particles in the element,anti-vibration mounts support electric motor and compressor unit and isolate the moving components from rest of the structure.
13	Performance Parameters	All performance parameters with tolerances as per Indian Standards.
14	Genuine Spares	
15	Air Dryer	Refrigerant type of (22±10%) Cfm free air density standby and with auto drain. Dew Point achievable equal to 2°C.

### 7.2.2 Free Wheel Trolley

a. This device used to perform correctly Roller Brake Tests or Speedometer Tests on All Wheel Drive LCV vehicles. To accommodate large variations in vehicles wheel base, this is expected to be portable.

Description:

b. Portable device devoted to allow driven axles to turn without touching the floor. It shall be composed of a chassis with free turning wheels mounted onto it.

c. This portable device can be substituted by any other technically proved system to accomplish the purpose previously stated.

d. The device shall be designed to ensure safety of the people that could be nearby and the vehicle so a proper restraint system shall be proposed.

### 7.2.3 **Bogie Roller Set**

- a. This device is used to perform correctly Roller Brake Tests or Speedometer Tests on MCV & HCV with multi axle vehicles having more than one live axle.
- b. One set of bogie roller means one bogie roller before brake tester & one bogie roller after brake tester. At least one bogie roller installed in both heavy duty lanes before speedometer testers. The bogie rollers are designed to accommodate varying distances between axles and are to be embedded suitably to test both brake and speedometer. Varying distance for Tandem axle is  $1.4m \pm 0.4m$ .

#### Description:

- c. The device shall be designed to ensure safety of the people that could be nearby and the vehicle so a proper restraint system shall be proposed. A proper restraint system means a device that retards people from coming close to the exposed part of rotating bogie roller may be proposed.

### 7.2.4 **Calibration Equipment Set**

- a. Calibration Equipment Set shall be available at the station. Two-point calibration system will be provided, as applicable. All the lanes may use the same calibrating devices. All the measuring equipment shall be calibrated. Successful Bidder shall be responsible for calibration of all measuring equipment.
- b. Calibration equipment's and procedures for following will be provided
  - Emission measurement system for diesel/gasoline vehicles
  - Roller brake tester
  - Speedometer tester
  - Semi-Automatic Head light tester
  - Suspension tester
  - Side slip tester
  - Axle weight measurement
  - Steering gear play measurement (Electronic Turn Tables)
  - Sound level meter
  - EV testers
- c. For calibration of Axle weight measurement system, either calibration tool needs to be supplied or renting locally from local laboratories accredited by NABL is also accepted.

## 7.2.5 Automatic Tyre pressure filler and indicator:

- Technical specifications should be:
- Resolution: +/- 0.1 bar
- Accuracy:  $\pm 0.5\%$  of Full Scale or better
- Full scale: at least 10.6 bar

## 7.3 Inspection Lane LD

### 7.3.1 Visual Inspection

All visual inspection will be carried out at least as mentioned in Rule 62 of CMVR.

### 7.3.2 Roller brake tester

- a. This device is used for measurement of braking force in the wheels of a specific axle taking into account the brake power applied on the brake pedal. Service, emergency and parking brakes shall be tested.
- b. This equipment shall be used to test Light Duty Vehicles including Three-wheeled vehicles and Passenger Cars, upto 3.5 tons GVW. 3 W shall be tested on LMV lane.

- Technical Specifications
  - Rollers for Passenger Cars and Light Duty Vehicles:
  - It shall allow working with three-wheelers. No manual intervention during weighing or brake testing of three-wheeled vehicles. Necessary provision for either lifting or proper braking of rollers to help easy exit of three-wheelers after testing will be provided.
  - Maximum load per axle 3.0T.
  - Maximum measurable brake load is at least of 6kN
  - Difference in left & right braking efficiency: To be mentioned – Bidder to specify
  - Brake load resolution  $\leq 100\text{N}$
  - Approximate Testing speed: minimum 5 km/h
  - Minimum Tracking width: 250 mm to 780mm
  - Maximum Tracking width: 2200mm to 2550 mm
  - Minimum Roller diameter should be 200 mm
  - Minimum Roller axle separation: 300 mm to 400 mm
  - Roller surface: Abrasive material
    - Minimum frictional coefficient 0.6 (Supporting documents need to be provided. Self-declaration along with justification is acceptable)
    - Service life – minimum 25000 hrs
  - Measurement accuracy required shall be  $\pm 100\text{ N}$ .

### 7.3.3 Axle weight measurement

- a. Weighing scale for measurement of each axle weight is required. The system should determine by adding together the axle weight, tare weight/Kerb weight of the vehicle.
  - o Technical specifications of the weight system should be:
  - o Measuring range: 0 – 3000 kg or better
  - o Resolution: 5 kg
  - o Accuracy:  $\pm 1\%$  of reading
- b. The Specifications are provided for measuring Axle weight either separately or integrated within the equipment.

### 7.3.4 Suspension tester

- a. This Equipment is devoted to check the behavior of the suspension system in each one of the vehicle's axles (dampers, helper springs, tyres and auxiliary equipment) determining the damping of the oscillations amplitude exteriorly.
- b. This equipment shall be used to test Passenger Cars including other Light Duty Vehicles upto 3.5 tons GVW.
- c. Technical specifications:
  - Maximum load per axle: 3.0T.
  - Amplitude of excitation : 6.5 mm  $\pm$  5 mm
  - Minimum Tracking width: 700 mm to 880 mm
  - Maximum Tracking width: 2200mm to 2550 mm
  - Working based on any of the prevailing technologies will be acceptable

### 7.3.5 Side slip tester

- a. This Equipment is devoted to the measurement of alignment of the wheels of a same axle. This equipment shall be used to test Passenger Cars and Light Duty vehicles upto 3.5 tons GVW.
- b. Technical specifications:
  - Maximum load per axle 3 T.
  - Minimum Length of the Track Plate : 1000 mm
  - Minimum Width of the Track Plate : 450 mm
  - Maximum Height of the Track Plate : 100mm
  - Measuring range:  $\pm 20$  m/km
  - Measuring resolution: 1 m/km
  - Accuracy shall be  $\pm 1.0$ m/km

### 7.3.6 Joint Play tester

- a. This Equipment is devoted to the inspection of the play between different elements of the wheels, bars and tie rods, shock absorber systems, brakes, and linkages between two specific components and the chassis of the vehicle. This equipment shall be used to test Passenger Cars and Light Commercial vehicles upto 3.5 tons GVW. Cost of toeing trolley for the front wheel of 3W vehicle should be considered as part of light duty joint play tester.
- b. Technical specifications:
  - Maximum load capacity per axle of at least 3 T.
  - Maximum Force per plate is at least of 6 kN
  - Maximum movement on each side :100 mm
  - Minimum Length of the Test Plate : 600 mm
  - Minimum Width of the Test Plate : 600 mm

### 7.3.7 Steering Gear Play Detector (Electronic Turn Tables)

- a. This Equipment is devoted to check the free play in steering gear as per Central Motor Vehicle Rule 98. The data recorded by Electronic Turn Tables must be automatically captured by lane operation software.
- b. Technical specifications :
  - Minimum Angular movement :  $\pm 30^\circ$
  - Minimum diameter of turn table plate: 450 mm
  - Load capacity: 5000 kg each (2 nos.)
  - Measurement accuracy -  $\pm 2\%$  of full-scale deflection

### 7.3.8 Semi-Automatic Head light tester

- a. This Equipment is devoted to check the horizontal and vertical light flux orientation, low beam pattern of the Head Lamp. This device shall be capable of measuring the Head Lamp's light intensity and inclination. Preferable checking could be based on spotting the headlamp reference point. Positioning (Horizontal movement) & focusing (Vertical movement) of Semi-Automatic Head light tester in front of head lamps of vehicle shall be done.
- b. This equipment shall be used to test Light Duty Vehicles including Passenger Cars, upto 3.5 tons GVW.
- c. Technical specifications:
  - Light Intensity range measure (min): 0-100,000 cd
  - Illumination Intensity range measure: 0-200 lux

- Headlight tester must have ability to autofocus and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground levelVertical and horizontal measuring range:  $\pm 50$  cm/10 m ( $\pm 5\%$ )
- Maximum deviation of intensity:  $\pm 5\%$  of reading.
- Headlamp tester to be placed on a perfectly level surface/ rails.
- Maximum deviation of Inclination measurement (vertical orientation):  $\pm 0.1\%$

### 7.3.9 Smoke meter (Opacimeter)

- a. This Equipment is devoted to the measurement of exhaust gas opacity in diesel engines. This equipment shall be used to test diesel fuelled vehicles as per CMVR/TAP 115/116.
- b. Technical specifications:
  - Equipment shall comply as per the requirements mentioned in the CMVR/TAP 115/116. Bidder to provide valid type approval certificate at the time of installation and commissioning as per CMVR at Bidder's own cost.
  - Specifications shall meet the requirement as given in TAP document and approved by authorized test agency for use in India.
  - The equipment must be certified to MoRTH/CMVR/TAP 115/116.
  - Copy of Type Approval certificate & COP needs to be attached.

### 7.3.10 Exhaust gas analyzer

- a. This equipment will be used for measurements of exhaust emissions of gasoline, CNG and LPG vehicles as per CMVR/TAP 115/116.
- b. Technical Specifications:
  - Equipment shall comply as per the requirements mentioned in the CMVR 116(3) (International standard certificate to be available at time of bidding. Bidder to provide certification as per CMVR 116 (3) once it is installed, for commissioning at Bidder's own cost)
  - This equipment shall be capable measuring the CO, CO<sub>2</sub> and O<sub>2</sub> percentage concentration, the HC (ppm vol), the lambda value (for various fuel types including CNG, LPG & gasoline) and shall be prepared for up-gradation to measure NO<sub>x</sub>.
  - The equipment shall transmit automatically all the data above specified to a PC and to a centralized storage system once the test is over.
- c. Specifications shall meet the requirement as given in CMVR/TAP document and approved by authorized test agency for use in India
- d. Must be certified as per MoRTH/CMVR/TAP 115/116.
- e. Copy of Type Approval certificate & COP needs to be attached.

### 7.3.11 Speedometer Tester

- a. This device is used to measure the functioning of the speedometer of the vehicle. It measures speed and distance covered by a vehicle.
- b. It shall be able to test Passenger Cars, 3 wheeled vehicles and vehicles upto 3.5 tons GVW. Speed of 3 Wheeler can be measured on LMV lane.
- c. Technical Specifications:
  - o Maximum load capacity per axle, minimum 3 T.
  - o Minimum Track width: 250mm to 780mm
  - o Maximum Track width: 2200mm to 2550 mm
  - o Minimum Roller diameter should be 200 mm
  - o Minimum Roller axle separation: 300 mm to 400 mm
  - o Measuring range: 20 – 160 km/h
  - o Resolution: 1 km/h
  - o Accuracy:  $\pm 1$  % of indicated reading

### 7.3.12 Sound level meter

- a. The specifications for sound level meter will be as follows:-
  - o Recommended as per IEC 60651/ IEC 61672-1
  - o Measuring range:  $\leq 30$ dB to  $\geq 120$ dB
  - o Frequency: A & C
  - o Accuracy:  $\pm 1.5$  dB
  - o Tripod stand mounted
  - o Build (rechargeable)battery for power source of charging from outlet of 220V AC
  - o Time weighting characteristics designated SLOW (S), Fast (F), Impulse (I).
  - o Connectivity with lane software with requisite port like RS 232.
  - o Environmental range
    - Minimum Temp range:  $-10^{\circ}\text{C}$  to  $50^{\circ}\text{C}$
    - Humidity: greater than 90%
    - Dust: Typical Indian testing condition

### 7.3.13 OBD scan tool

- a. Technical Specifications
  - o Hand held scan tool which is compatible across all vehicle classes viz. passenger cars, commercial vehicles etc.

- Compliant to : OBDII/EOBD/HD-OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145
- Must support the different OBD modes Viz. Mode 01 to Mode 0A
- Must support all the standard Parameter Identifications of the vehicle
- Diagnostics Communication mediums Supported : KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)
- The tool must be capable of automatically selecting the protocol
- Must have an easy GUI and push buttons to navigate to different menus that are available
- The scan tool once connected to the vehicle should be able to capture and upload following list of parameters to a software interface located at a central server.
  - MIL Status
  - Mode 1 to Mode A data.
  - DTC
- Faults identified by scan tool should be mentioned in the test report of vehicle.
- In case where OBD port is available , OBD data should be captured using scan tool.

#### 7.3.14 Test fingers

- Technical specifications:
- IP XXB & IP XXD test fingers ( Testing as per AIS 038 Rev 1 & Rev 2).

#### 7.3.15 Insulation Tester

- Technical specifications:
- Rated measuring voltage: upto 500V DC/AC (45 to 65 Hz)
- Measuring range: 10kW to 100MW or better
- Accuracy: upto 10MW  $\pm 2\%$  of reading & above 10MW  $\pm 5\%$  of reading
- Measurement categories: CAT III 600 V
- Display: Digital count display
- Protection grade: IP40
- Compliant to: EN61010
- Operating temperature:  $-10^{\circ}\text{C}$  to  $+50^{\circ}\text{C}$
- Humidity range: greater than 90%
- Must be working on replaceable or rechargeable batteries
- Accessories: USB communication adaptor, Soft case, Line probe with remote switch, Earth probe set, Probe tip (hook type & extended type), Shoulder strap

### 7.4 Inspection Lane HD

#### 7.4.1 Visual Inspection

All visual inspection will be carried out at least as mentioned in Rule 62 of CMVR.

All the equipment can test Medium and Heavy Commercial Vehicles.

#### 7.4.2 **Roller brake tester (including Axle weight measurement)**

- a. Technical Specifications
  - o Maximum load charge per axle is at least of 15T or better
  - o Maximum measurable brake load is at least of 40 kN.
  - o Difference in left & right braking efficiency: To be mentioned – Bidder to specify
  - o Minimum Roller Diameter : 200 mm
  - o Minimum Roller Separation: 450 mm
  - o Roller Length : 1000 mm
  - o Roller surface: Abrasive material
  - ✓ Minimum frictional coefficient 0.6 (Supporting documents need to be provided. Self-certified document from certifying agency or lab (NABL))
  - ✓ Service life – minimum 25000 hrs.
  - o Brake load resolution  $\leq$  100N
  - o Approximate Testing speed: minimum 2.5 km/h
- b. Measurement accuracy required shall be  $\pm$  2% of measured value.

#### 7.4.3 **Axle weight measurement**

- a. Weighing scale for measurement of each axle weight is required. The system should determine by adding together axle weight, tare weight/Kerb weight of the vehicle
- b. Technical specifications of the weight system should be:
  - Measuring range: 0 kg – 15000 kg or better
  - Resolution: 5 kg
  - Accuracy  $\pm$  1% of reading
- c. The Specifications are provided for measuring Axle weight either separately or integrated within the equipment.

#### 7.4.4 **Side slip tester**

- a. This Equipment is devoted to the measurements of alignment of the wheels of a same axle.
- b. Technical specifications:
  - Maximum load per axle:at least 15T or better
  - Measuring range:  $\pm$  20 m/km
  - Measuring resolution: 1 m/km
  - Accuracy shall be  $\pm$ 1.0m/km
  - Track Plate Length : 1000 to 1400mm

- Minimum Track Plate Width :750 mm
- Maximum Track Plate Height : 150mm

#### 7.4.5 **Joint Play tester**

- a. This Equipment is devoted to the inspection of the play between different elements of the wheels, bars and tie rods, shock absorber systems, brakes, and linkages between two specific components and the chassis of the vehicle.
- b. Technical specifications:
  - Maximum load capacity per axle of at least 15T or better
  - Maximum Force per plate is at least of 30 kN
  - Maximum movement on each side : 100 mm
  - Length of the Test Plate : 750 mm to 1400 mm
  - Minimum Width of the Test Plate : 650 mm

#### 7.4.6 **Steering Gear Play Detector (Electronic Turn Tables)**

- a. This Equipment is devoted to check the free play in steering gear as per Central Motor Vehicle Rule 98. The data recorded by Electronic Turn Tables must be automatically captured by lane operation software.
- b. Technical specifications :
  - Minimum Angular movement :  $\pm 30^\circ$
  - Minimum diameter of turn table plate: 450 mm
  - Load capacity: 5000 kg each (2 nos.)
  - Measurement accuracy -  $\pm 2\%$  of full-scale deflection

#### 7.4.7 **Semi-Automatic Head light tester**

- a. This Equipment is devoted to check the horizontal and vertical light flux orientation, low beam pattern of the Head Lamp. This device shall be capable of measuring the Head Lamp's light intensity and inclination. Preferable checking could be based on spotting the headlamp reference point. Positioning (Horizontal movement) & focusing (Vertical movement) of Semi-Automatic Head light tester in front of head lamps of vehicle shall be done. .
- b. This equipment shall be used to test Medium and Heavy Commercial Vehicles above 3.5 tons GVW.
- c. Technical specifications:
  - Light Intensity range measure (min): 0-100,000 cd
  - Illumination Intensity range measure: 0-200 lux
  - Headlight tester must have ability to autofocus and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level.
  - Vertical and horizontal measuring range:  $\pm 50$  cm/10 m ( $\pm 5\%$ )
  - Maximum deviation of intensity:  $\pm 5\%$  of reading

- Headlamp tester to be placed on a perfectly level surface/ rails.
- Maximum deviation of Inclination measurement (vertical orientation):  $\pm 0.1\%$

#### 7.4.8 **Smoke meter (Opacimeter)**

- a. This Equipment is devoted to the measurement of exhaust gas opacity in diesel engines. This equipment shall be used to test diesel fuelled vehicles as per CMVR/ TAP 115/116.
- b. Technical specifications:
  - Equipment shall comply as per the requirements mentioned in the CMVR/ TAP 115/116. Bidder to provide valid type approval certificate at the time of installation and commissioning as per CMVR at Bidder's own cost.
  - Specifications shall meet the requirement as given in TAP document and approved by authorized test agency for use in India.
  - The equipment must be certified to MoRTH/CMVR/TAP 115/116.
  - Copy of Type Approval certificate & COP needs to be attached.

#### 7.4.9 **Exhaust gas analyzer**

- a. This equipment will be used for measurements of exhaust emissions of gasoline, CNG and LPG vehicles as per CMVR/ TAP 115/116.
- b. Technical Specifications:
  - Equipment comply as per the requirements mentioned in the CMVR 116(3) (International standard certificate to be available at time of bidding. Bidder to provide certification as per CMVR 116 (3) once it is installed, for commissioning at Bidder's own cost)
  - This equipment shall be capable measuring the CO, CO<sub>2</sub> and O<sub>2</sub> percentage concentration, the HC (ppm vol.), the lambda value (for various fuel types including CNG, LPG & gasoline) and shall be prepared for up-gradation to measure NO<sub>x</sub>.
  - The equipment shall transmit automatically all the data above specified to a PC and to a centralized storage system once the test is over.
- c. Specifications meet the requirement as given in CMVR/ TAP document and approved by authorized test agency for use in India
- d. Must be certified as per MoRTH/CMVR/TAP 115/116.
- e. Copy of Type Approval certificate & COP needs to be attached.

Note: Necessary arrangements for exhaust system are covered under civil work by the State or the agency designated by the State for the Civil work. However, fresh Air ducting for all under body inspection pits are under scope of the supply tender for equipment.

#### 7.4.10 **Speedometer Tester**

- a. This device measure the functioning of the speedometer of the vehicle. It measures speed and distance covered by a vehicle.
- b. Technical specifications:
  - o Maximum load capacity per axle: at least 15T or better
  - o Measuring range: 25 – 100 km/h
  - o Resolution: 1 km/h
  - o Accuracy  $\pm 1\%$  of indicated reading
  - o Roller Diameter: 240 mm
  - o Minimum Roller axle separation: 450mm
  - o Minimum Track width: 700 mm to 1000mm
  - o Maximum Track width: 2200mm to 2800 mm

#### 7.4.11 Sound level meter

- a. The specifications for sound level meter will be as follows:-
  - o Recommended as per IEC 60651/ IEC 61672-1
  - o Measuring level:  $\leq 30\text{dB}$  to  $\geq 120\text{dB}$
  - o Frequency: A & C
  - o Accuracy:  $\pm 1.5\text{ dB}$
  - o Tripod stand mounted
  - o Build (rechargeable) battery for power source of charging from outlet of 220V AC
  - o Time weighting characteristics designated SLOW (S), Fast (F), Impulse (I).
  - o Connectivity with lane software with requisite port like RS 232.
  - o Environmental range
    - Minimum Temp range:  $-10^\circ\text{C}$  to  $50^\circ\text{C}$
    - Humidity: greater than 90%
    - Dust: Typical Indian testing condition

#### 7.4.12 OBD Scan Tool

- a. Technical Specifications
  - o Hand held scan tool which is compatible across all vehicle classes viz. passenger cars, commercial vehicles etc.
  - o Compliant to: OBDII/EOBD/HD-OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145
  - o Support the different OBD modes Viz. Mode 01 to Mode 0A
  - o Support all the standard Parameter Identifications of the vehicle
  - o Diagnostics Communication mediums Supported : KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)

- The tool must be capable of automatically selecting the protocol
- Must have an easy GUI and push buttons to navigate to different menus that are available
- The scan tool once connected to the vehicle should be able to capture and upload following list of parameters to a software interface located at a central server.
  - MIL Status
  - Mode 1 to Mode A data.
  - DTC
- Faults identified by scan tool should be mentioned in the test report of vehicle.
- In case of vehicle where OBD port is available, OBD data should be captured using scan tool.

#### 7.4.13 **Test fingers**

Technical specifications:

- IP XXB & IP XXD test fingers ( As per AIS 038 Rev 1 & Rev 2)

#### 7.4.14 **Insulation Tester**

Technical specifications:

- Rated measuring voltage: upto 500V DC/AC (45 to 65 Hz)
- Measuring range: 10kW to 100MW or better
- Accuracy: upto 10MW  $\pm 2\%$  of reading & above 10MW  $\pm 5\%$  of reading
- Measurement categories: CAT III 600 V
- Display: Digital count display
- Protection grade: IP40
- Compliant to: EN61010
- Operating temperature:  $-10^{\circ}\text{C}$  to  $+50^{\circ}\text{C}$
- Humidity range: greater than 90%
- Must be working on replaceable or rechargeable batteries
- Accessories: USB communication adaptor, Soft case, Line probe with remote switch, Earth probe set, Probe tip (hook type & extended type), Shoulder strap

### 7.5 **Software**

7.5.1 In order to guarantee the certainty of the obtained values and to save the information, it is required that all the equipment which measures a value is connected to the central unit. A device is considered automatically connected when the result of the test is automatically obtained, transmitted to the central unit and evaluated.

7.5.2 The database must be stored in SQL data management software platform to enable easy exchange and analysis of data with other platforms. Software, access rights/user login etc. with an overall objective of meeting the test requirements, the operation of the Centre and

meeting all the requirement of regulating authorities will be made available to the selected operator by the supplier for the two-year contract period.

7.5.3 The following equipment shall be connected automatically to the central unit:

- Roller brake tester
- Suspension tester
- Side slip tester
- Smoke Meter (Opacimeter)
- Exhaust gas analyzer
- Speedometer tester
- Semi-Automatic Head light tester
- Sound level Meter
- OBD scan tool
- Insulation tester
- Electronic Turn tables

7.5.4 The software will be able to receive the results from the following inspections that will be introduced manually in any computer in the lane or the central computer.

- Visual inspection
- Any inspection from the described above not connected automatically.

7.5.5 The software will verify the status of all the equipment and subsystems specified.

7.5.6 The software will allow templates for easier preparation of the inspection. It shall also prepare the test file in XLS export file type or similar reports. The software will allow to view and to obtain a printout of the results of each test separately. Measured value of each test to be provided in the report. For each test the information shall be recorded and it shall be available from all the computers in the station along with the access control.

## 7.6 Safety Systems

### 7.6.1 Personal safety systems

All the equipment supplied will be equipped with all the safety protections required for the 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 maintained by the successful bidder at each console unit. Safety devices can be installed after LT panel, so that, phase change or single phasing should only affect working of 3-phase equipment & not all the equipment. Other safety items must be provided by bidder to safeguard their equipment against surge voltage including frequency corrector, Hi/Lo voltage corrector etc.

### 7.6.2 **Power cut-off protection device**

The safety procedure should take into account the fact of the power cut-off. In the case of occurring during a test measurement, the system shall be able to resume the test once electrical supply is back without any data loss.

**SECTION 7 A: PC & Server Specification [The operator to ensure PC & Servers specification as per Rule 190(6) of the CMVR, 1989, as amended from time to time]**

i. **Server Specifications**

- Processor Type: 2xIntel Xenon Processor E5-2670 (2.60GHz/8-core/20MB/8GT-s QPI/130W) or better
- Cache: Minimum of 20MB L3 Cache required
- Processor: Minimum of 8 cores/Processor
- Memory: 32GB DDR3 ECC 1333 MHz or higher
- Internal Storage: 7x900 GB SAS Disk 10 K rpm - - Hot swap
- SAS Controller: SAS Controller supporting RAID 0,1,5,6 & 10
- Server Management: Remote Management Port
- I/O Ports: Integrated Server Ethernet dual port controller (10/100/1000Gbps) with full duplex
- PCI-E Slots: Min. 1 PCI slot
- Monitor: 18.5" Wide TFT monitor Resolution: 1366 x 768 TCO certified
- Keyboard & Mouse: 104 keys OEM keyboard (USB) with bilingual support & Key Skin Cover and OEM two button with scroll optical mouse (USB)
- Operating System: 64 bit licensed Windows 2012 Pre-loaded
- Certification: Server should certify Linux/Windows/VMware
- Power supply: 650W Redundant power supply
- Integrated Graphic Controller
- USB ports
- Internal DVD writer
- System utilities with all required device driver software as per above configuration for OS installation
- System configuration & for server management
- Remote management of server over LAN
- Form Factor: 2U Rack Mount with necessary fitting accessories in rack
- Warranty: 5 years onsite comprehensive warranty

**Backup System**

- Appropriate Software and Hardware to take necessary backup of system for above software support

ii. **Desktop Specifications**

- Desktop PC SFF:
  - Intel® 9<sup>th</sup> Generation Core™ i5 Processors
  - Intel® Core™ i5-9500 (6 Cores/9 MB/6T/3.0 GHz to 4.4 GHz/65W)
  - Integrated Intel® UHD Graphics 630
  - Intel® Q370 Chipset
  - 8GB (1x8GB) 2666MHz DDR4 Memory or Better
  - In-Built Sound card and Internal Speakers

- 104 keys keyboard (PS2) with bilingual support & Key Skin Cover and Indian Rupee symbol available on the keyboard
  - Optical scroll mouse (USB) with mouse pad
  - M.2 512 GB PCIe NVMe Class 35 Solid State Drive or Equivalent
  - No Optical Disk Drive
  - Integrated 10/100/1000 Mbps Network Adapter
  - 4 USB 3.0/2.0, Ext. mic. port, Headphone port/Line out, RJ-45, 2 Display Port
  - MS Win 10 Professional Edition 64 bit OS
  - Security Management Software
  - Small Form Factor (SFF), Power Supply, EPEAT, RoHS
  - Warranty: 3-3-3 Years comprehensive onsite Warranty
- LED monitor:
  - 20" Wide TFT monitor
  - Resolution: 1600 x 900 with DP & VGA ports
  - TCO certified
  - Monitor stand should be Height adjustable, Landscape/Porait pivot, left/right swivel, Forward/backward tilt.
  - Warranty: 3-3-3 Years comprehensive onsite Warranty.
- Quantity of Desktop PC's per center is to be decided by the bidder for smooth operation of center. For state govt. usage purpose, additional 3 nos. PC's per center need to be provided by bidder.

iii. **Printer Specifications**

- LaserJet Printer
- 128 MB RAM
- Duplex printing
- Hi-Speed USB 2.0 port, 10/100 Ethernet networking
- Supported OS: Windows XP, 7, 8
- Quantity: Total 6 printers to be kept at administration building per center: 3 nos. for printing reports/certificates and 3 nos. for printing stickers. Stickers will be printed on glue side. Additionally, for state govt. usage purpose, 3 nos. laser printers per center need to be provided by bidder.

iv. **Number Plate Reader Camera (Digital Camera)**

- **Camera**
- Image Sensor 2/3" intelligent transportation network camera Video camera Sensor Type, 1/3" Progressive Scan CCD/CMOS
- Min. Illumination 0.1 Lux (F1.2, AGC ON)
- Shutter Time 1/25 s to 1/100,000 s
- Lens range should be 5 – 50 mm or better
- Angle of view: 101° - 30.4°

- Lens Mount C / CS mount
- Auto Iris DC drive
- **Compression Standard**
- H.264 Compression output rate 32 Kbps16M bps
- **Image**
- Image format JPEG Maximum image size  $1920 \times 1080$  Frame rate 25fps ( $1920 \times 1080$ ) Image settings Saturation, brightness, contrast, white balance, gain, 3D noise reduction software adjustable.
- When Capture function Image Format JPEG encoder, the picture quality can be set best Image Quality License plate reader, vehicle identification, vehicle detection Flash control Flash automatic light control, time control options to support a variety of fill light: independent flash of input regulations continuous capture Interface
- Successful Bidder should provide License plate reader software along with camera. The accuracy of license plate reading should be 90% in both day & night time.
- **Network**
- Local Storage: Built-in SD/SDHC slot, up to 32 GB
- Alarm Trigger: Motion Detection, Network disconnect, IP address conflict, storage exception.
- Protocols: TCP / IP, HTTP, DHCP, DNS, RTP, RTSP, NTP,
- Security: Password protection, Watermark
- System Compatibility: ONVIF, PSIA, CGI
- IPv6 enabled
- **General**
- Operating Conditions -10 °C - 60 °C (14 °F - 140 °F); Humidity 90% or less (non-condensing)
- Power Supply 12 V DC  $\pm 10\%$ ; PoE (802.3af)
- Power Consumption Max. 10W
- Impact Protection: Standard.
- IR Range - Approx. 10 to 15 meters
- Camera should be certified as per CE, FCC, RoHS, UL.

v. **30X, 2MP IP Speed dome Camera**

- Image sensor 1/3" Progressive Scan CMOS

- **Lens:**
  - 20X optical or better / digital zoom camera: Yes
  - Focus: 4.3-129.0mm, 30x motorized zoom lens, auto focus, manual, day/night.
- **Minimum illumination**
  - Color: 0.05Lux@F1.6
  - B/W: 0.005Lux@F1.6
  - 0 Lux with IR
- **White Balance:**
  - Auto / Manual ,AGC :Auto / Manual ,S / N Ratio :  $\geq 50\text{dB}$
  - Shutter Time: 50Hz: 1/25-1/10,000s, 60Hz: 1/25-1/10,000s
  - Day & Night: IR Cut Filter
  - Focus Mode :Auto / Semiautomatic / Manual
- **Pan/Tilt/Zoom**
  - Pan Range: 360° endless,
  - Pan Speed: Pan Manual Speed: 0.1°-160°/s,
  - Pan Preset Speed: 160°/s,
  - Tilt Range: -15° ~ +90° (Auto reverse)
  - Tilt Speed: Tilt Manual Speed: 0.1°-120°/s,
  - Tilt Preset Speed: 120°/s,
  - Number of Preset: 256,
  - Patrol :8 patrols, up to 32 presets per patrol
  - Park Action: Preset / Patrol / Pattern / Pan scan / Tilt scan / Random scan / Frame scan / Panorama scan
- **Network**
  - Ethernet : 10Base-T / 100Base-TX, RJ45 connector
  - Max. Image Resolution: 1920×1080
  - Frame Rate: 50Hz: 25 fps (1920×1080)25 fps (1280×960) 25 fps (1280×720) 60Hz: 30 fps (1920×1080)、 30 fps (1280×960) 、 30 fps (1280×720)
  - Image Compression: H.264/MJPEG/MPEG4
  - Audio Compression: G.711ulaw/G.711alaw/G.726
  - Protocols: IPv4 & IPv6,HTTP,HTTPS,802.1x,QoS,FTP,SMTP,UPnP,SNMP, DNS,DDNS, NTP,RTSP,RTP,TCP,UDP,IGMP, ICMP, DHCP, PPPoE
  - Number of Simultaneous Live View :Up to 10

- Dual Streams: Support
- Mini SD Memory Card: Manual REC / Alarm REC. Built-in SD/SDHC Slot, up to 32GB
- User/Host Level: Up to 32 users, 3 Levels: Administrator, Camera control, Live view only
- Security Measures :User authentication (ID and PW), Host authentication (MAC address)

- **Interface:**

- Ethernet 10BASE-T/100BASE-TX, RJ-45
- Connectors 2 alarm inputs, 1 output
- Composite video: 1 BNC output
- Audio 3.5 mm line in, 3.5 mm line out

- **General**

- Operating Conditions: -10 °C ~ 60 °C (14 °F ~ 140 °F)
- Humidity 90% or less (non-condensing)
- Power Supply: 24 VAC ± 10%, PoE or Local power supply
- Power Consumption: Specify
- Protection Level: IP66 standard (outdoor dome)
- TVS 4,000V lightning protection, surge protection and voltage transient protection
- IR Range: IR Distance :120m IR Intensity: Automatically adjusted
- Camera should be certified as per CE, FCC, RoHS, UL.

vi. **CCTV**

- **5MP IR Bullet Camera:**

- Number of Pixels: 5 MP (2944 × 1656)@ 20fps
- Resolution: Max. 2944\*1656 required. Should be adjustable to lower resolution through web/GUI client software from NVR/PC.
- Scanning System: Progressive PAL/NTSC
- Sensor: 1/2.9" Progressive Scan CMOS
- User Access: at least 5
- System Compatibility: ONVIF
- WDR: 120dB
- Image Enhancement: BLC/ROI/3D DNR
- IR Range: IR Range Upto 50 Meter
- Lens: Motorized Varifocal (2.8 to 12mm)
- Dual Stream: Support
- Compression: H.265+/H.265/H.264+/H.264/MJPEG dual Codec
- Protocol (min 6 supported): TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour

- Smart detection: In-built video analytics: Line crossing detection, intrusion detection, unattended baggage detection, object removal detection, Motion detection, dynamic analysis.
- Alarm Trigger: Motion detection, video tampering, network disconnected, IP address conflict, illegal login, HDD full, HDD error, Alarm input, Alarm output
- General Function: One-key reset, anti-flicker, three streams, heartbeat, password protection, privacy mask, watermark, IP address filter
- Physical Layer: 1 RJ45 10M/100M self-adaptive Ethernet port
- Audio Compression: G722.1/G711ulaw/G711alaw/G726/MP2L2
- Day & Night: Day & Night Mode: Yes. Automatic IR illuminated & corrected.
- Power Supply: DC12V ± 25%, PoE (802.3af Class3)
- Certificates: UL, CE, FCC
- Operating temperature: (-30 °C) to (+60 °C) (-22 °F to +140 °F), Humidity 95% or less
- Operating Humidity: 90 % or Higher
- Protection: IP67 , IK 10

vii. **Network Video Recorder (NVR)**

- **Video/Audio Input**
- IP Video Input: 16-ch
- Two-way Audio: 1-ch BNC (2.0Vp-p, 1kΩ)
- **Video/Audio Output:**
- VGA Output: 1-ch, resolution: 1920×1080P/60Hz, 1600×1200/60Hz, 1280×1024/60Hz, 1280×720/60Hz, 1024×768/60Hz
- CVBS Output: 1-ch, BNC (1.0 Vp-p, 75 Ω)
- Resolution: 704 × 576 (PAL); 704 × 480 (NTSC)
- HDMI Output: 1-ch, resolution: 1920 × 1080P / 60Hz, 1920×1080P / 50Hz, 1600 × 1200 / 60Hz, 1280 × 1024 / 60Hz, 1280 × 720 / 60Hz, 1024 × 768 / 60Hz
- Recording resolution: 5MP / 3MP / 1080P / UXGA / 720P / VGA / 4CIF / DCIF / 2CIF / CIF / QCIF
- Audio Output: 2-ch BNC (Linear electrical level, 600Ω)
- Playback Resolution: 5MP / 3MP / 1080P / UXGA / 720P / 4CIF / VGA / DCIF / 2CIF / CIF / QCIF
- Synchronous Playback: 16-ch
- **Hard Disk Driver:**
- Interface Type: Minimum 5 SATA interfaces for 4 HDDs + 1 DVD-R/W (default),
- Capacity: Supports Up to 4TB capacity for each disk Total must be populated for getting 16TB capacity.
- e-SATA Interface: 1 eSATA interface

- Disk Array: Array Type: RAID0, RAID1, RAID5, RAID10,
  - Number of Array: 4
  - Number of Virtual Disk: 8
- **External Interface:**
  - Network Interface: 2 RJ45 10M / 100M / 1000M adaptive Ethernet interfaces
  - USB Interface: 3 USB2.0 interfaces
  - Serial Interface: 1RS-485 interface, 1 RS-232 interface, 1 RS-485 keyboard interface
  - Alarm Input: 16-ch
  - Alarm Output: 4-ch
  - IPv6 enabled
- **NVR Features:**
  - Embedded OS with video recording, surveillance software & remote client software (Min 15 nos.)
- **General:**
  - Power Supply: 100~240 VAC, 6.3A, 50~60Hz
  - Consumption:  $\leq$ 45W
  - Working Temperature: -10°C ~ +55°C (14 °F ~ 131 °F)
  - Working Humidity: 10% ~ 90%
  - Chassis: 19-inch rack-mounted 2U chassis
  - Weight: Specify
  - Smart TV with CCTV viewer Installed to view CCTV display :
  - 40" LED Full FHD monitors / TV,
  - minimum brightness 350 nits,
  - Contrast ratio - 5000 : 1,
  - Input ports - VGA, HDMI,
  - External Control - RS 232 / RJ 45, RoHS compliance,
  - Suitable for 24 x 7 operation

viii. **LEDs**

- Display shall guide the operator for carrying out the test and no test results /pass or fail shall be displayed.
- The details can be discussed during design review.
- Display size to be such that the vehicle driver will be able to view the instruction comfortably. 32 inches LED screen is required.

Number of LED will depend on the test stage

**Section 9 - Characteristics of Vehicles to be tested [The operation to ensure testing of vehicles as per Rule 190(7) of the CMVR, 1989, as amended from time to time]**

Characteristics of vehicles to be tested shall be as per following table, namely: -

**Table**

Sl. No.	Details	3-Wheeler		Quadricycle		4-Wheeler (M1, N1)		4-Wheeler LCV (M2, N2)		HCV (M3, N3)			
		Quadricycle		4-Wheeler (M1, N1)		4-Wheeler LCV (M2, N2)		HCV (M3, N3)		Trucks (N3)		Bus (M3)	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
1.	Front Axle wt (kg)	90	260	215	215	420	1285	1045	4150	1235	8951	360	6160
2.	Rear Axle wt kg	205	780	308	308	315	1395	810	7840	810	10224	1360	8900
3.	Kerb wt kg	203	800	474	474	730	2625	1210	5440	2045	19175	2660	15000
4.	GVW kg	610	2150	823	823	935	3490	1960	11990	12990	47500	5000	22000
5.	Wheelbase mm	1590	3070	1925	1925	2050	3264	2100	4500	2500	6750	2654	8350
6.	Wheel Track mm Front	-	-	1143	1143	1300	1690	1310	2022	1410	2124	1630	2054
7.	Wheel Track mm Rear	1150	1540	1143	1143	1315	1705	1343	1814	1406	1926	1486	1880
8.	Length mm	2080	2510	2752	2752	1402	5226	3790	7965	4634	11994	5125	15000
9.	Width mm	1100	1520	1312	1312	1495	2173	1500	2470	1870	2590	1910	2600
10.	Height mm	1635	2070	1652	1652	1297	2750	1890	3410	2530	3940	2200	3730
11.	Overhang Front mm	-	-	387	387	464	1297	760	2280	1050	1695	1000	2500
12.	Overhang Rear mm	443	790	440	440	405	1375	710	2385	805	3484	1250	3560
13.	Ground clearance mm	150	255	158	158	89	220	150	375	176	300	150	259
14.	TCD m	-	-	6.96	6.96	8.33	12.6	8.5	19.7	12.3	23.99	11.17	23.4
15.	TCCD m	-	-	7.32	7.32	7.95	13.5	9.8	21.2	14	25.5	12.84	27.2

**Section 10 – Tests to be Performed [The operator to ensure tests to be performed as per **Rule 189(1) of the CMVR, 1989, as amended from time to time**].**

The vehicles to be inspected in the facilities shall be divided into:

- Three wheelers
- Passenger Cars (PC) / Taxis
- Light Commercial Vehicles (LCV)
- Medium Commercial Vehicles (MCV)
- Heavy Commercial Vehicles (HCV)

Tests to Be Conducted at I&C Center - (1) The grant and renewal of certificate of fitness to the vehicles as per characteristics given in table-H in sub-rule (7) of rule 190 (also provided in Section 8 of this RFB) shall be made only after carrying out the following checks and tests as specified in the table given below:-

S. No.	Item	Automated Test (Yes/No)	Check Fitment	Visual Check/Functional Test	Reference Rules / Standards for more details <sup>#</sup>	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(1)	Headlamp dipped Beam	Yes	No	Functional	AIS-128	Functional test requirements: Horizontal cut off of passing beam shall always be below headlamp centreline and the deviation shall be within 0.5% to 2.5%.
(2)	Headlamps Assembly	No	Yes	Visual	Rule 105 and AIS-008 or AIS-008 (Rev.1) and AIS-009 or AIS-009 (Rev.1)	Visual inspection parameters: (i) Bulb should be working; (ii) Head lamp operating switch working; (iii) No broken lens; (iv) Lens of the lamp should not be painted with colour OR pasted with sticker (v) No moisture deposition on the inside surface of the lens.
(3)	Lights					
	(a) Top Lights	No	Yes	Visual	Rule 107, 108 and AIS:008 or AIS-008 (Rev.1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) For the lamps with dual coloured lens, red lens shall be oriented towards rear and white shall be towards front;

						(v) No moisture deposition on the inside surface of the lens; (vi) Secured fitment of the lamps.
	(b) Stop Lights	No	Yes	Visual	rule 102 and AIS-008 or AIS-008 (Rev.1) and AIS- 009 or AIS-009 (Rev.1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working on actuation of the brake; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(c) Parking Lights	No	Yes	Visual	Rule 109 and AIS-008 or AIS-008 (Rev.1) and AIS- 009 or AIS-009 (Rev.1)	Visual inspection parameters: (i) Colored lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(d) Fog Lamps (if fitted)	No	Yes	Visual	AIS-008 or AIS-008 (Rev.1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(e) Warning Lights in Ambulance	No	Yes	Visual	Rule 108 and AIS-125 (Part 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(f) Number Plate Light	No	Yes	Visual	Rule 108 and AIS-008 or AIS-008 (Rev.1) and AIS- 009 or AIS-009 (Rev.1)	Visual inspection parameters: (i) White light shall be used for illuminating number plate; (ii) Lens should not be broken; (iii) Lamps shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(g) End- Outline Marker Lamps	No	Yes	Visual	AIS-008 or AIS-008 (Rev.1)	Visual inspection parameters: (i) Ensure secured fitment of end-outline marker lamps; (ii) Coloured lens shall not be faded; (iii) Lens should not be broken; (iv) No moisture deposition on the inside surface of the lens; (v) Red coloured lens shall face towards rear and white lens to the

						front.
	(h) Direction Indicators	No	Yes	Visual	Rule 102 and AIS:008 or AIS-008 (Rev.1) and AIS- 009 or AIS- 009 (Rev.1)	Visual inspection parameters: (i) Flashing light emitted shall be Amber in colour; (ii) Lens should not be broken; (iii) Lamps shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(i) Hazard Warning Signal lamp	No	Yes	Visual	AIS:008 or AIS-008 (Rev.1) and AIS- 009 (Rev.1)	Visual inspection parameters: (i) Flashing light emitted shall be Amber in colour; (ii) Ensure simultaneous operation of all direction indicator lamps by use of switch.
(4)	Suppressor cap/ High Tension cable	No	Yes	Visual	-	Visual inspection parameters: (A) Suppressor Cap: (i) Suppressor cap shall be in good condition (B) High Tension Cable: (i) High Tension cable shall be properly insulated; (ii) Proper terminal connections shall be made on both sides of High-Tension cable.
(5)	Rear View Mirrors	No	Yes	Visual	Rule 125(2) and AIS-002 (Part-1) & (Part-2) (Rev. 1)	Visual inspection parameters: Ensure fitment of required class of the mirror as per AIS 002 (Part-1) / (Part-2) (Rev-1); Symbol I / II / III /IV / V / VI / VII specifying the class to which the type of mirror belongs shall be ensured on the mirror marking; Secured fitment of mirrors in good condition.
(6)	Safety Glass (Windscreen)	No	Yes	Visual	(a) Rule 100 and IS:2553 (Part 2) (b) Bureau of Indian Standards	Visual inspection Visual inspection parameters: (i) Except the glass area covered by stickers such as FasTag / Permits / Badges, the windscreens glass shall be transparent; (ii) the laminated safety glass for license marking windscreens application shall bear for the vehicles clear and indelible '_LW' or '_II' or IV registered from 1st October, 2021, or II/P marking in addition to the trademark or manufacturer's logo as specified in IS:2553 (Part

						2); (iii) Glass shall not be damaged/cracked; Coloured films shall not be pasted on the glass..
(7)	Horn	No	Yes	Visual and Functional	IS-1884, rule 119 and IS- 15796	(1) Visual inspection parameters: (i) Multi-toned horn giving a succession of different notes or with any other sound producing device giving an unduly harsh, shrill, loud or alarming noise shall not be used; (ii) Horn shall be securely fitted; (iii) Horn shall be functioning; (2) Functional test requirements: Sound pressure level of the horn installed on the vehicle shall be as per IS: 15796.
(8)	Silencer					
	(a) Silencer	No	Yes	Visual	Rule 120 and IS 10399:1998	Visual inspection parameters: (i) Ensure no leakage; (ii) Secured fitment of silencer; (iii) Silencer shall not be excessively rusty or damaged; Functional test requirements: Stationary noise test as per IS 10399:1998
	(b) Exhaust Noise	No	No	Functional		
(9)	Windscreen Wiper					
	(a) Windscreen Wiper Blades	No	Yes	Visual	Rule 101, AIS-045, IS: 15804 and IS: 15802	Visual inspection parameters: (i) Ensure presence of wiper blades; (ii) Wiper blade shall be in good condition.
	(b) Windscreen Wiper System	No	Yes	Functional	Rule 101, AIS-045, IS: 15804 and IS: 15802	Visual inspection parameter: (i) Ensure operation of each wiper arm(s) to cover maximum area of the windscreens; (ii) In split type windscreens for vehicles other than three-wheelers, wiper shall be operable for each windscreens; Wiper shall be securely fitted
(10)	Dashboard Equipment	No	Yes	Visual	AIS-071 (Part 1)	Visual inspection parameters: (i) Ensure secured mounting; (ii) Wiring shall be insulated; (iii) Dashboard illumination shall be functioning; (iv) Warning lights for ABS,

						Electrical, brake system; alert, battery, OBD or engine malfunction, Engine coolant temperature shall not remain illuminated.
(11)	Exhaust					
	Exhaust (a) Exhaust gas emission – CO%	Yes	No	Functional	Rule 115 (2) (i) - TABLE	Applicable for Petrol / CNG / LPG driven vehicles
	(b) Exhaust gas emission – HC (ppm)	Yes	No			
	(c) Exhaust gas emission (High idle emission) – CO%	Yes	No		Rule 115 (2) (i) - TABLE A	Applicable for petrol driven 4 Wheeler vehicles manufactured as per BS IV or BS VI norms and petrol driven 3-Wheeler vehicles manufactured as per BS VI norms
	(d) Exhaust gas emission (High idle emission) – Lambda	Yes	No			Applicable for petrol/CNG/LPG driven 4-Wheeler vehicles manufactured as per BS IV or BS VI norms and petrol/CNG/LPG driven 3-Wheeler vehicles manufactured as per BS VI norms
	(e) Smoke Density (Free Acceleration test applicable for Diesel vehicles)	Yes	No	Functional	Rule 115 (2) (ii) - TABLE	Applicable for Diesel vehicles
(12)	Braking System					
	(a) Service Brakes	Yes	Yes	Visual and Functional	AIS-128	(I) Visual inspection parameters: (i) Fittings shall be secured; (ii) Brake hoses shall not be damaged or cracked; (iii) No leakage of brake fluid. (II) Functional test requirements: Braking efficiency measured on roller brake tester should be at least 27.23%.
	(b) Parking Brakes	Yes	Yes	Visual and Functional		
(13)	Steering Gear	Yes	Yes	Functional	Rule 98	Functional test requirements: Back-lash / Free play in steering gear shall not be more than 30

						degrees.
(14)	Side Slip Test (This test applies to all categories of vehicles except 3-wheelers)	Yes	No	Functional	As per specification	
(15)	Suspension Test (Applicable for vehicles having GVW up to 3.5 ton excluding 3-wheelers)	Yes	No	Functional	-	Functional test requirements: No significant difference between suspension system efficiency of left and right side of vehicle.
(16)	Joint Play Test	No	Yes	Visual and Functional	-	Visual inspection parameters: (A) Suspension system: (i) Ensure secured attachment of springs and shock absorbers to chassis or axle; (ii) Springs shall not be damaged or fractured; (iii) Shock absorber dampers shall not have any oil leakage; (iv) Excessive wear shall not happen in swivel pin or bushes or at suspension joints; (v) In case of Air suspension, ensure no audible system leakage (B) Axle: (i) Secured fixing to the vehicle; (ii) Axle shall not be fractured or deformed; (iii) Excessive wear shall not happen in the swivel pin or Bushes. (C) Steering System: Check for tie rod ends play or loose joints /bushes etc.
(17)	Speedometer					
	(a) Speedometer	Yes	Yes	Visual	Rule 117 and IS-11827-2008	Visual inspection parameters: (i) Securely fitted; (ii) Sufficiently illuminated; Dial cover shall not be broken; Indicator needle operational.
	(b) Speedometer Test (For Erickshaw or Ecart)	Yes	No	Functional	As per specification	The vehicle shall be driven in unladen condition (with full charge and at full accelerator position) on straight, flat road or roller and when the vehicle attains full speed, the maximum speed shall be calculated by measuring time taken to travel fixed distance (viz 50

						metres). Maximum speed of the vehicle shall not be more than 25 km/hr.
(18)	Rear under run protection device (RUPD) for N2, N3, T3and T4	No	Yes	Visual	Rule 124 (1A) and IS- 14812-2005	Visual inspection parameters: (i) Rear Underride Protection Device shall be fitted; (ii) Rear Underride Protection Device shall not be cracked, corroded or damaged; (iii) Ensure that ground clearance and dimensions of Rear Underride Protection Device shall be as per IS-14812-2005.
(19)	Lateral under run protection device (LUPD) for N2, N3, T3and T4	No	Yes	Visual	Rule 124 (1A) and IS- 14682-2004	Visual inspection parameters: (i) Lateral under run protection device shall be fitted (ii) Lateral under run protection device shall not be cracked, corroded or damaged (iii) Ensure that dimensions of Lateral under run protection device shall be as per IS-14682-2004.
(20)	FASTag	No	Yes	Visual	Rule 138 (A)	Visual inspection parameters: (i) To be affixed on the front windscreen; (ii) FASTag shall be not damaged.
(21)	Priority Seats, Signs, securing of crutches/ canes/walker, hand rail /stanchions, controls at priority seats for differently abled passengers and passengers with reduced mobility	No	Yes	Visual	Sub-Rules (1) and (7) of rule 125C, AIS-052 (Rev. 1) and AIS- 153	Visual inspection parameters: (i) Buses fitted with a priority seat shall have pictogram(s) visible from the outside, both on the front nearside of the bus and adjacent to the relevant service door(s); (ii) A pictogram shall be placed internally adjacent to the priority seat; (iii) All Type I buses shall have at least two passenger seats in case of Mini and Midi buses and four passenger seats in case of other buses designated as priority seats for persons with disabilities; (iv) Priority seats shall be only of the forward- facing type and preferably be located behind the driver's seat; (v) The priority seats shall be provided with appropriate facility for

						securing the crutches, canes, walkers etc. to facilitate convenient travel for persons with disabilities; (vi) Handrails or stanchions shall be provided at the entrance of all Type I buses; (vii) All Type I NDX buses shall be provided with controls adjacent to priority seats for requesting stops and which alert the driver that a mobility aid user wishes to disembark; (viii) Communication devices shall be placed adjacent to any priority seat.
(22)	Wheel chair entry/housing/ locking arrangement for wheel chair for differently abled passengers and passengers with reduced mobility	No	Yes	Visual	sub-rules (1) and (7) of rule 125C, space shall have pictogram(s) AIS-052 (Rev. 1) and AIS- 153	Visual inspection parameters: (i) Buses fitted with a wheelchair space shall have pictogram(s) visible from the outside, both on the front nearside of the bus and adjacent to the relevant service door(s); (ii) One of the pictograms shall be placed internally adjacent to each wheelchair space indicating whether the wheelchair is to be positioned facing the front or the rear of the bus; (iii) Wheelchair space shall be provided with a restraint system capable of restraining the wheelchair and the wheelchair user; (iv) Ensure sufficient space available for the Wheelchair user to maneuver without the assistance of a person; (v) Vehicles of Type I shall have identified area to accommodate at least one wheelchair user; (vi) Communication devices shall be placed within identified wheelchair area.
(23)	Vehicle Location Tracking (VLT) Device	No	Yes	Visual	AIS-140	Visual inspection parameters: (i) Vehicle Location Tracking shall be installed; (ii) Emergency alarm button shall be working.
(24)	High Security	No	Yes	Visual	Rule 50 and	Visual inspection parameters:

	Registration Plate (HSRP)				AIS-159	(i) High Security Registration Plates installed at the front & rear of the vehicle; (ii) Securely fixed.
(25)	Battery	No	Yes	Visual	-	Visual inspection parameters: (i) Secured mounting; (ii) Ensure no leakage; Ensure top is clean, dry, free of dirt and grime.
(26)	Safety belt (Seatbelt)	No	Yes	Visual	Rule 125 (1A) and AIS- 015 or IS 15140:2003	Visual inspection parameters: (i) Mandatory safety belts shall be available and securely fitted; (ii) Safety belts shall not be damaged; (iii) Safety belt anchorage shall not be loose; (iv) Seatbelt reminder system, if available, should be functioning; (v) G-lock of seatbelt should be functioning.
(27)	Speed Governor	No	Yes	Visual and Functional	rule:118 and AIS-018	(I) Visual inspection parameters: (i) Securely fitted; (ii) Speed governor shall be sealed; (iii) Electrical wirings of speed governor shall not be disconnected; Functional test requirements: (a) 80 km/hr for every transport motor vehicle of category M and N manufactured on or after 1st Oct, 2015; (b) For transport vehicles manufactured on or after 1st October, 2015 that are dumpers, tankers, school buses, those carrying hazardous goods or any other category of vehicles, as may be specified by the Central Government by notification, the maximum speed limit is 60 km/hr or any other speed as specified by the State Government.
(28)	Spray Suppression Devices	No	Yes	Visual	AIS-013 (Rev. 1)	Visual inspection parameters: Ensure presence of securely fitted spray suppression devices.
(29)	Tyres	No	Yes	Visual	Rule 94 and 95	Visual inspection parameters: (i) Tyres shall not have any serious

						damage (patched or repaired by an outside gaiter patch other than a vulcanized repair) or cut; (ii) The Non-Skid Depth (NSD), shall not be less than 0.8 mm in the case of three wheelers, quadricycle, E-rickshaw and E-Cart and 1.6 mm in the case of other motor vehicles, below the Tread Wear Indicator (TWI) embedded in tyres at the time of manufacture; (iii) Tyres shall be properly inflated; (iv) Tyres shall not show signs of incipient failure by local deformation or swelling; (v) Tyre casing fabric shall not be exposed due to wear of the tread or by any unvulcanised cut or abrasion in any of its parts; (vi) Temporary spare wheel or tyre puncture repair kit shall be available.
(30)	Retro- and reflective tapes	No	Yes	Visual	Rule: 104, AIS-090 and AIS- 037, AIS-057 and AIS-057 (Rev.1)	Visual inspection parameters: (A) Reflectors (i) Ensure presence of clean reflectors; (ii) Secured fitment of reflectors; (iii) Reflectors shall not be in damaged condition; (iv) Ensure that colour of reflectors shall be as per rule 104 i.e., red colour to the rear or white to the front. (B) Reflective Tapes – (i) Ensure presence of clean reflective tapes; (ii) Securely pasted to vehicle body; (iii) Ensure that size, colour and location of reflective tapes shall be as per rule 104; (iv) Reflective tapes shall not be damaged; (v) The marks shall be visible, clearly legible on the outside of the marking material and shall be indelible.

Additional tests to be conducted on  
Electric Vehicles (EV) & hybrid-electric power train vehicles

(31)	Protection against electric shock. (For	No	No	Visual and Functional	AIS-038 (Rev.1) and (Rev. 2)	(1) Visual inspection parameters: (i) Ensure access probe shall not touch live parts;
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	electric & hybrid electric power train vehicles only) if system voltage is >60 V DC or 30 V AC)			amended from time to time	(ii) In the case of the test for IPXXB in the areas other than passenger compartment or luggage compartment, the jointed test finger may penetrate to its 80 mm length, but the stop face (diameter 50 mm x 20 mm) shall not pass through the opening; (iii) In case of the tests for IPXXD inside the passenger compartment or luggage compartment, the access probe may penetrate to its full length, but the stop face shall not fully penetrate through the opening. (2) Functional test requirements: (i) When the requirements of IPXXB and IPXXD are verified by a signal circuit between the probe and live parts, ensure that the lamp shall not light
(32)	Insulation Resistance Measurement Test (For Electric vehicles & hybrid electric power train vehicles only) If system voltage is > 60 V DC or 30 V AC	No	No	Functional	AIS-038 (Rev.1) and (Rev. 2) as amended from time to time
(33)	State of Charge (SOC) Indicator on Dashboard (For Electric vehicles only)	No	Yes	Visual	AIS-038 (Rev.1)

Reference and Standards quoted against each item are indicative that the provisions exist in Central Motor Vehicles Rules, 1989 and concerned AIS / IS, except serial numbers 14, 15 and 16 as per table-D, which is to inform the registered owner or authorised representative about the health of the vehicle.

*Explanation.* – For the removal of doubts it is hereby clarified that the items viz., FASTag, Vehicle Location Tracking (VLT) Device, High Security Registration Plate (HSRP), Safety Belt (Seatbelt), Battery, Speedometers, Speed Governor etc., which cannot be tested through the automated testing

equipments as per column (3) of the table above, shall be tested in accordance with the applicable provisions of these rules.

2. Visual checks (Interior and exterior vehicle checks) to be carried out before moving the vehicle to the test lane.

**Section 11 – Testing Process and Procedure** [The operator to observe testing process and procedure as per **Rule 181 of the CMVR, 1989, as amended from time to time**].

1. The appointment for fitness test at I&C Center shall be booked by vehicle owner electronically, through portal, on depositing the fee as specified in rule 81 of CMVR 1989. The fee amount will be credited to the treasury of respective State Government.
2. The list of tests, excluding for 2 Wheelers, to be conducted along with the reference standards shall be as per rule 189 of CMVR 1989, as applicable from time to time.
3. The data generation, processing and storage shall be done in a manner so as to ensure that, -
  - i. the database is stored in SQL data management software platform to enable easy exchange and analysis of data with other platforms. Software license, **access rights/user login, etc.** with overall objective of meeting the test requirements, the operation of the Centre and meeting all the requirement of regulating authorities will be made available to the selected operator by the supplier for the two-year contract period.
  - ii. all automated test results shall be automatically transmitted to a central server installed in the automated testing station and visual checks data, including photographs, shall also be transferred on the same server;
  - iii. the fitness criteria for pass or fail shall be automatic and in accordance with rule 189;
  - iv. (a) display of testing station in a test lane shall not indicate any test result;  
(b). all test results shall be masked on the test lane with encrypted test data;  
(c) the test report shall be generated automatically and digitally signed with relevant details, immediately after completion of all tests;
  - v. the test data and report generated shall be kept in a safe and secured facility and uploaded on the electronic portal;
  - vi. photographs of vehicle and its Chassis and Engine number shall be captured by Global Positioning System enabled camera and shall be kept in a secured facility and uploaded on the electronic portal along with the tests data and report.
4. The certificate of fitness, if granted, in Form 25 or Form 38, as the case may be, and test report so generated shall be sent to the registered owner or authorized signatory through physical and electronic mode and the test report shall include the following, namely:-
  - i. station Name and registration number;
  - ii. date and time of the test;
  - iii. vehicle details – Registration number, Type, Make and Model;
  - iv. visual check details;
  - v. measured and permissible values of functional tests;
  - vi. date of calibration of each equipment of the automated testing station on which tests are conducted;
  - vii. list of functional tests or visual checks failed by the vehicle, in case certificate of fitness is not granted.
5. The results shall also be integrated with VAHAN Database.

## Section 12 - General Conditions of Contract

### 1. DEFINITIONS

In these General Conditions of Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

- (i) **“Applicable Laws”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of the Contract.
- (ii) **“Authorized Signatory”** means the Bidder’s representative having the Power of Attorney (PoA) provided through Board resolution the Agency.
- (iii) **“Bidder's Documents”** means in addition to the RFB, those documents to be prepared by the Bidder under the Contract including without limitation, such technical documents specified in Technical Conditions of Contract and such data, drawings, designs, design information, calculations, schedules, specifications, plans, inspection and test plans, manuals, programmes, erection and test data and all other information and documents including all eye readable or computer or other machine readable data relating to the Execution of the Works or otherwise to performance of the Contract.
- (iv) **“Competent Authority”** means the....., **State Government of .....**
- (v) **“Completion of the Works”** means the execution of Works as specified in the **Section 4 Scope of Work** of this RFB, to the satisfaction of the **State Government**.
- (vi) **“Confidential Information”** means everything contained in this RFB and the consequent Contract, all documentation, data, particulars of the Works and/or the Project Facility and/or the Project and technical or commercial information made by or on behalf of the State Government or obtained directly or indirectly by the Bidder or which is generated by the Bidder or any information or data that the Bidder receives or has access to as a result of the Contract, other than information:
  1. which is generally available in the public domain other than by any unauthorized actions or fault of the Bidder; or
  2. which is in the possession of the Bidder with a right to disclose;
- (vii) **“Contract Period”** means the **operation of respective I&C Center for .....years including maintenance beyond initial two years of operation.**
- (viii) **“Contract”** means the written agreement in the **Form N** of this RFB signed between **the State Government** and the Successful Bidder, and includes the RFB along with its enclosures, annexure, schedules, addendum/ corrigendum, clarifications, issued from time to time during the Bid process.
- (ix) **“Commencement Date”** shall mean the date of actual commencement of operation of the center.
- x. **“Encumbrance”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining

to the Project Facility and/or the Works, physical encumbrances and encroachments on the Project Site.

- xii. **“Equipment”** means any testing machine/apparatus including IT hardware, installed for I&C Centers under Tender No. RT-25038/11/2017-RS dated 15-07-2022 issued by Ministry of Road Transport and Highways, Government of India (MoRTH).
- xiii. **“Operational Equipment”** means any machine/apparatus, other than that Equipment installed for I&C Centers under Tender No. RT-25038/11/2017-RS dated 15-07-2022 issued by Ministry of Road Transport and Highways, Government of India, required for the implementation of the Works as specified in the **Section 4 Scope of Work** of this RFB.
- xiv. **“Equipment Supplier”** means the Successful Bidder selected for the purpose of supplying of equipments for I&C Centers under Tender No. RT-25038/11/2017-RS dated 15-07-2022 issued by Ministry of Road Transport and Highways, Government of India.
- xv. **“Force Majeure Period”** means the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party, acting in accordance with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused in accordance with the Contract.
- xvi. **“GoI”** means Government of India.
- xvii. **“Good Industry Practice”** means the exercise of the highest degree of skill, diligence, prudence, safety and foresight in compliance with the undertakings and obligations under the Contract which would be expected from a skilled and experienced person engaged in the planning, design, execution, testing, implementation, operation and maintenance or supervision or monitoring thereof or any of them of works of the type, nature and scope similar to that of the Works.
- xviii. **“Intellectual Property”** means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layouts, confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- xix. **“Liquidated Damages”** means damages described in this RFB to be paid by the Successful Bidder to the State Government as compensation.
- xx. **“Maintenance Spare Parts”** means the maintenance spare parts for the Equipment and includes the critical, replacement and breakdown spare parts.
- xxi. **“MoRTH”** means Ministry of Road Transport and Highways, Government of India
- xxii. **“Operator”** means the Successful Bidder selected as per this RFB and assigned to perform and execute the Works for operation of I&C Centers as per Section 4 of this RFB.
- xxiii. **“Performance Standards”** means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.
- xxiv. **“Project”** means the execution of all required works specified in the **Section 4 - Scope of Work** of this RFB as for uninterrupted and successful operation of Inspection and Certification center (I&C) at 5 locations specified under this Tender Document
- xxv. **“Project Facility”** means the facilities as specified in the RFB, being developed in accordance with the Project and includes all its buildings, equipment, facilities,

software and systems and includes without limitation, where the circumstances so require, any expansion thereof from time to time and may include any new location.

xxv. “**Project Facility Insurance**” means the insurance policies for project facility to be purchased and maintained in force by the Successful Bidder.

xxvi. “**Quality Assurance Plan**” means that the plan referred to in this Section of General Conditions of Contract.

xxvii. “**RFB**” means Request for Bid issued by the procuring authority (State Government) through e-tender for OPERATION and MAINTENANCE of VEHICLE INSPECTION AND CERTIFICATION CENTER (I&C) at (*....location*) and includes the Bid document along with its Enclosures, Annexure, Schedules, Sections, Forms, addendum/ corrigendum, clarifications, et-cetera issued from time to time during the Bid process.

xxviii. “**Related Works**” means works other than the Works, performed or undertaken by the State Government or other Bidders or Successful Bidders of State Government or any Bidder employed in connection with the Project Facility and/or services related thereto or by public or private utilities or by other authorities or by any Relevant Authority, either prior to, concurrently or sequentially with the Works at, on, over or adjacent to the Project Site in connection with or related to the Project Facility and which may be connected to, associated with, ancillary to or otherwise related to or relevant to the Works.

xxix. “**Spare Parts**” means such Maintenance Spare Parts as are required for successful and uninterrupted operation of I&C Centers at (*...location...*)

xxx. “**Termination Date**” means the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.

xxxi. “**Works**” means the Scope of Work as specified in the **Section 4** of this RFB.

## 2. INTERPRETATION

In the Contract, unless the context otherwise requires or as otherwise expressly stated:

- a. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- b. the Technical Conditions of Contract form an integral part of the Contract and will be in full force and effect as though they were expressly set out in the body of these Conditions. Terms defined in this Annexure, and Technical Conditions of Contract shall have the same meaning throughout the Contract.

## 3. COMMUNICATIONS

Communication under this RFB shall be in writing under the hands of a duly authorized representative of each Party and sent by official mail.

## 4. CONFIDENTIALITY

- a. The Bidder shall disclose to **the State Government** any Confidential Information and other information as **the State Government** may reasonably require for verifying the Bidder's compliance with the Contract. Further, the Bidder shall not, without the previous written consent of **the State Government**, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Sub Bidders or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.
- b. The Bidder shall not without the prior written permission of **the State Government** Representative:
  - i. disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of **the State Government** in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance;
  - ii. make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and
  - iii. communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions, quantity, quality or other information, concerning the Works.
- c. Any document, other than the Contract and enumerated in the Contract shall remain the property of **the State Government** and shall be returned (in all copies) to **the State Government** on completion of the Bidder's performance under the Contract, if so required by **the State Government**.

## **5. INSTRUCTIONS OF THE STATE GOVERNMENT**

- a. All instructions given by **the State Government** or by any person executing delegated functions will be issued in writing.
- b. Where the Bidder fails to comply with an instruction, **the State Government** may engage others to give effect to the instruction. All costs and charges incurred by **the State Government** authorized representatives in engaging others shall be paid by the Bidder to **the State Government** or may, without prejudice to any other method of recovery, be deducted by **the State Government** from any money due to the Bidder or may be recovered as a debt due and payable to **the State Government** on demand.

## **6. CONTRACT PERIOD**

The contract period is ..... years from the date of commencement of operation of the center including **AMC of the center beyond the initial 2 years of operation**. Besides, the bidder is also required to quote cost of operations **and maintenance for additional five (5) years after the contract period** which will give an option to States to continue with the same operator at the quoted cost after the expiry of

the initial contract period. However, this cost shall not be included in the financial evaluation for award of contract.

## 7. ACCESS TO THE PROJECT SITE

(a) Save in so far as the Contract may prescribe:

1. the extent of portions of the Project Site of which the Bidder is to be given access from time to time; and
2. order in which portions shall be made available to the Bidder;

The State Government will, simultaneously from the Commencement Date, give to the Bidder uninterrupted access to and possession of only so much of the Project Site as may be reasonably required by the Bidder to commence and proceed with the Execution of the Works. The Bidder represents that it shall not part with or create any Encumbrance on the whole or any part of the Project Site and shall not, without the prior written consent of **the State Government** use the Project Site for any purpose other than for the purpose of the Execution of the Works and shall bear all costs and charges for any access required by it additional to those provided by **the State Government**.

(b) The Bidder shall not be entitled to uninterrupted access to or exclusive possession of any part of the Project Site during Execution of the Works at the Project Site and the Bidder's rights of access to and possession of any part of the Project Site shall in addition be subject to:

1. any rights of public passage or access existing over any part of the Project Site from time to time;
2. the right of **the State Government**, the Related Works Bidders, and representatives of any statutory authority, to have access to:

- a. view the Works or any operations at the Project Site on reasonable notice; and
- b. visit any site or workshop where goods, materials or equipment are being manufactured, prepared or stored, on reasonable notice and during normal working hours, for the purposes of general inspection and of attending any test or investigation being carried out in respect of the same; and
- c. visit and use, and their staff and visitors may visit and use, any facilities provided on the Project Site for their use; and
- d. the Project Site at any time in an emergency situation as any of them (acting reasonably) considers necessary in the circumstances;
- e. Provided always that such persons shall comply with all relevant safety procedures.

(c) The Bidder shall liaise with each of the Related Works Bidder(s) in relation to when the various portions of the Project Site will be made available to the Bidder. The Bidder shall keep **the State Government** fully informed as to all communications with such Related Works Bidders.

## 8. CONDITION OF THE PROJECT SITE

### a. Information from **the State Government**

The Bidder acknowledges and agrees that any information and data on climatic, hydrological, topographical and general conditions relating to the Project Site made available to it by **the State Government** has been done so for the convenience of the Bidder and that the Bidder submits its Bid based upon its own investigations and determinations.

**b. Bidder to inspect the project site**

The Bidder warrants that it has, to its complete satisfaction, examined and inspected the Project Site and its surroundings and where applicable, any existing structures or works on, over and under the Project Site and is familiar with and has satisfied itself with the Project Site conditions including the climate, topography, access to and from the Project Site, safety, availability of labour, water and electricity. No claim by the Bidder regarding misunderstanding or misapprehension in respect of matters related to this clause shall be maintainable.

**9. BIDDER'S GENERAL RESPONSIBILITIES**

- a.** Subject to and in accordance with the terms and conditions of the Contract, the Bidder shall to the satisfaction of **the State Government**, execute the Works and carry out its other obligations under and/or in relation to the Contract and provide all personnel and labour, including the supervision thereof, materials, offices, workshops, tools, machinery, equipment and all other resources and things, whether of a temporary or permanent nature, required herein, and shall assume full responsibility for the same so as to meet the Time for Completion.
- b.** The Bidder shall at its own expense:
  - i.** take full responsibility for the adequacy, stability and safety of the Works, labour, equipment and of all on-site;
  - ii.** at all times ensure that it has sufficient, suitable and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Bidder under the Contract and to provide full attention to the Execution of the Works.

**10. THE BIDDER'S REPRESENTATIONS AND WARRANTIES**

The principal objective of the Contract is the timely completion of the Project Facility of which the Works form an integral part. The Bidder warrants that it is fully experienced in the planning, programming, design (to the extent required by the Contract), procurement and supply, erection, installation, testing, commissioning of equipment for the scope, complexity, size and technical sophistication of the Works and that it possesses the level of skill and expertise commensurate with such experience, upon which skill and expertise **the State Government** is entirely reliant and the Bidder hereby represents and warrants to **the State Government**

- i. the Works will be executed and defects, remedied in accordance with Good Industry Practice, using state of the art systems and technology and accepted professional standards, codes of practice and regulations, and shall meet the intents and objectives of the Contract and comply with all Applicable Laws and be in accordance with Technical Conditions of Contract and other requirements of the Contract;
- ii. the personnel to be employed by the Bidder shall be properly skilled, competent and experienced having regard to the nature and extent of the Works;
- iii. the Works and every part thereof will be complete in all parts, will be free from defects in materials and workmanship and will be in conformity with Technical Conditions of Contract.

## **11. INDEMNITY**

- a. The Bidder shall at all times save harmless and indemnify **the State Government** from and against all claims, liabilities, expenses, costs, damages and losses suffered or incurred by **the State Government** including consequential losses and damages which may arise out of or in connection with any defect, damage during transportation, inadequacy or unsuitability of the design, manufacture, workmanship or materials or failure to meet in any or all respects the requirements of the Contract or the remedying thereof either by the Bidder, or **the State Government**.
- b. **The State Government** rights under this Section are without prejudice to any other right which it may have whether at law or otherwise.

## **12. QUALITY ASSURANCE PLAN**

- a. The Bidder shall within 30 days (thirty days) from the Commencement Date submit a Quality Assurance Plan regarding functioning of all Equipments for the operation of I&C Centers at various locations as defined in the Tender Document.
- b. The Bidder shall submit to **the State Government** all inspection / test reports and processes and quality standards.
- c. The Bidder agrees that neither the submission of Quality Assurance Plan nor the submission of quality / test certificate releases the Bidder from any of its responsibilities, obligations, or liabilities under the Contract.
- d. The Bidder shall at its own cost provide all access, assistance and facilities to enable **the State Government** or authorized representative to verify the implementation of the Quality Assurance Plan.

## **13. ENVIRONMENTAL COMPLIANCE**

The Bidder shall comply with all environmental requirements stipulated in the Contract and with all Applicable Laws and regulations having application to the Project Facility, including but not limited to standards for noise and vibration levels and airborne and waterborne pollutants.

## **14. OWNERSHIP OF EQUIPMENT AND OTHER PROVISIONS**

- a. The Successful Bidder shall execute the Works on “OPERATE, MAINTAIN AND TRANSFER” basis.
- b. The ownership of property – physical infrastructure, all equipments, software, documents, et-cetera, for the awarded I&C Centers shall remain with **the State Government**.
- c. Equipment and other facilities at the Center shall be in the care and possession of the Bidder solely for the purposes of the Works and shall not be within the ownership or disposition of the Bidder.
- d. The responsibility for care and custody together with the risk of loss or damage of Equipment and other facilities remains with the Bidder.
- e. Audit of Equipment of the awarded I&C centers shall be performed before the handover of the center to respective State Government.

## **15. DELIVERY OF EQUIPMENT UPON TERMINATION**

Upon Termination or upon termination of the performance of the whole or any part of the Works before Completion of the whole of the Works, the Bidder shall deliver Equipment to **the State Government**. If it fails to do so, **the State Government** may enter the premise of the Bidder and seize such Equipment and recover the expense involved in so doing from the Bidder.

## **16. LABOUR AND BIDDER’S PERSONNEL**

- a. **Labour Compliances:** In the employment of labour for the Execution of the Works, the Bidder shall comply without limitation, with all requirements of any Applicable Law relating to the employment of workmen.
- b. **Medical Facilities at Project Site:** The Bidder shall, at its own cost, provide first aid kit, at the Project Site, on the advice of medical authority in relation to the strength of the Bidder’s staff and workmen employed on the Works.
- c. **Bidder to indemnify** The Bidder shall indemnify **the State Government** against any claim for legal action arising out of the Applicable Laws due to the failure of non-compliance of the provisions of the Applicable Laws which arise out of or in connection with the employment of any labour for the Execution of the Works and penalty or any other amount levied by the authorities from **the State Government**, shall be recoverable from the payments due to the Bidders or from the Performance Guarantee or both, as debt due and payable on demand.
- d. **Engagement of Labour:** The Bidder shall make its own arrangements for the engagement of all labour, local and otherwise, skilled, semi-skilled and unskilled, as may be required for the proper and timely Execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.
- e. **Project Site records and returns:** The Bidder shall maintain and keep at the Project Site, wage books and time sheets showing the wages paid to and time worked by all

labour employed by the Bidder and about the Execution of the Works or any part thereof and all records, forms, declarations, registers, notices, and copies of filings made with labour authorities as are required to be maintained by the Bidder pursuant to the Applicable Laws (EPF, ESI etc.) and the Bidder shall produce such wages books, time sheets and records for inspection by **the State Government**.

f. **Bidder's Personnel**

- i. **General** The Bidder shall at all times ensure that it has sufficient, suitable and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Bidder under the Contract and to provide full attention to the Execution of the Works.
- ii. **Key Personnel** The Key Personnel are to be engaged throughout the period of the Contract and shall include suitably qualified and experienced personnel for one or more of the positions.
- iii. **Technical Assistants** The Bidder shall provide and employ in connection with the Execution of the Works only such engineers and technical assistants as are skilled and experienced in their respective callings and such personnel shall be competent to perform the work as required by the RFB.
- iv. **Removal of Bidder's employees:** **The State Government** may object to and require the Bidder to immediately remove from the Works at the Bidder's expense any person employed by the Bidder in relation to the Works and such person shall not be employed again upon the Works without the written permission of **the State Government**. Any person so removed from the Works shall, unless **the State Government** specified otherwise, be replaced, at the Bidders's expense as soon as possible by a competent substitute approved by **the State Government**.

## 17. PAYMENT SCHEDULE

- a. The Successful Bidder shall be paid on **quarterly basis on submission of Bill duly signed by the authorized signatory to the State Government**.
- b. **The State Government** after confirming that the bill is in accordance with the provisions of the Financial Bid of this RFB and verifying the satisfactory performance of operation and maintenance of I&C Centers, will make payment with deductions, if any, for penalty and/or any other dues.
- c. All payments shall be in Indian Rupees.
- d. **The State Government** shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and set off against any amount due to the Bidder under the Contract, any amount or amounts which the Bidder is liable to pay to **the State Government** under the Contract.
- e. The Successful Bidder shall be paid in accordance with the provisions of the Financial Bid of this RFB.

## 18. PENALTY FOR DELAYED COMMENCEMENT OF OPERATION AND STOPPAGE OF SERVICES POST COMMENCEMENT

- i. If the Bidder fails to commence the operation of the Center as per Implementation Schedule, the Successful Bidder is liable to pay the penalty amount of value of 0.1 % of the Contract value per week or part thereof for delay from the date of taking over the center by the successful bidder, subject to a maximum of 10% (ten percent) of the Contract value at a time.
- ii. **The State Government** reserves the right to terminate the Contract in case the delay of commencement of operation of the Center **exceeds 100 days** from the date of issuance of Letter of Award (LOA) and may forfeit the Performance Bank Guarantee.
- iii. In case a lane is non-operational for more than 30 hours in a quarter, Rs. 1000 charges per hour/per non-operational lane would be charged to the successful bidder.
- iv. The Bidder is expected to operate equipment with a capability to perform at a throughput efficiency of typically eight vehicles per hour for Heavy Commercial Lanes and twelve vehicles per hour for Light commercial Lanes. These are the expected number of vehicles that can be taken for testing in the LD & HD lanes respectively. On event of non-compliance even after availability of vehicles for testing, as reported at the portal, the successful bidder shall be liable to pay the penalty of an amount equal of fee of testing of remaining vehicles for the day. (Explanation: If the operator performs testing of six HMV and nine LMV per hour on a particular day despite availability of more vehicle in waiting, a penalty equal to the fee of testing of two HMV and three LMV shall be payable by the operator).
- v. The Successful Bidder shall make an automated module of reporting, recording and rectification of the breakdown at its own cost. On event of any breakdown during warranty period, the responsibility to inform about any breakdown to the supplier of equipment and the respective State Government will rest with the successful bidder. The Equipment Supplier shall visit the site and rectify the breakdown in terms of the Tender No.RT-25038/11/2017-RS dated 15th July, 2022. On event of failure to inform about breakdown immediately to the supplier and respective State Government, the successful bidder would be liable for a penalty of Rs. 25,000/- per hour per lane. The successful bidder must work closely with the equipment supplier to ensure all maintenance and breakdown issues are resolved in a timely manner. As and when required by the State Government the necessary report shall be shared by the Successful Bidder.
- vi. The Successful Bidder is required to have a service support set up with sufficient trained manpower.
- vii. On event of any attempt to Change / unauthorized changes in test procedure (not align to the requirements of CMVR/ IS / AIS/ any related testing standards) /breach of contract or Event of malpractice/any information security breach/ unauthorized data leakage/ any discrepancy on Testing fee collection/ any additional fee charging from public without prior consent or approval from the Procuring Authority, the authority has the right to terminate the contract and PBG would be forfeited.
- viii. Any discrepancy pointed out during the periodic audit and assessment shall be rectified by the Successful Bidder within ten working days from the date of issuance of the audit and

assessment report failing which a penalty of Rs. 5000/- per day per lane would be imposed on the successful bidder.

- ix. In the event of downtime of operation due to any utility or software deployed by the successful bidder for 30 hours in a quarter, Rs. 1000 charges per hour/per non-operational lane would be charged to the successful bidder.
- x. Such penalty amount will be deducted from Performance Bank Guarantee or from amount due to the Successful Bidder; or the Successful Bidder shall be required to pay such amount separately in the form and manner as directed by the Procuring Authority.

## 19. TAXES AND DUTIES

- a. Unless specifically stated elsewhere in the Contract, the Bidder is solely liable for payment of, and warrants that it will pay, or ensure the payment of all applicable taxes imposed by Central and State government such as GST, custom duty, etc.
- b. The Bidder indemnifies and keeps indemnified **the State Government** against all liability for payment of all of the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment;
- c. The Bidder shall be responsible for payment of all Taxes on the income, surcharge on income tax and corporate tax in respect of the Contract, irrespective of the mode of contracting. **The State Government** shall not in any way be liable for payment of such taxes.
- d. **The State Government** shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Bidder, and the amount so deducted shall be deemed to be a payment made to the Bidder. **The State Government** shall provide a certificate certifying the deduction so made.
- e. The property tax, if any, shall be paid by **the State Government**.

## 20. TIME FOR COMPLETION

- a. The Bidder shall complete the works within the timeframe to be specified in LOA.
- b. **State Government to determine extension**

On the submission of written application by the Successful Bidder, **the State Government**, after satisfying the cause(s) of delay and valid grounds for any extension, shall give such extension of the time, as it deems fit, for completion of the Works to the Successful Bidder.

## 21. COMPLIANCE

- a. The Bidder shall constantly use its reasonable endeavors to prevent and/or minimize delay in the progress of the Works, howsoever caused, and to prevent Completion of the Works being delayed beyond the Time for Completion and the Bidder shall not be entitled to an extension of time in respect of any cause of delay nor for any period of delay which by the exercise of reasonable endeavors' could be avoided or reduced (to the extent that such could have been reduced). The onus of proving that the Bidder has exercised all reasonable endeavors, and

that despite such endeavors, the delay could not be avoided or reduced, shall in all cases rest with the Bidder;

- b. The Bidder shall not under any circumstances be entitled to an extension of time where the delay or likely delay is, or would be, attributable to the default, breach, negligence, improper conduct or lack of endeavor of the Bidder or any persons for whom it is contractually or otherwise responsible.
- c. **State Government to determine extension:** On the submission of written application by the Successful Bidder, **the State Government**, after satisfying the cause(s) of delay and valid grounds for any extension, shall give such extension of the time, as it deems fit, for completion of the Works to the Successful Bidder.

## **22. COMPLETION OF WORKS**

The Date of Completion of the Works shall be the date upon which the following criteria have been satisfied:

- a. the Execution of the Works has been completed in accordance with the Contract;
- b. all outstanding work which **the State Government** requires to be completed before issue of the Completion Certificate, has been satisfactorily completed;
- c. all the training obligations of the Bidder to be performed have been satisfactorily completed in accordance with the Contract.

## **23. ISSUANCE OF COMPLETION CERTIFICATE**

- a. The Successful Bidder shall submit an application to the respective executing agencies, for issuance of Completion Certificate that the works in accordance with the provisions of RFB have been completed.
- b. Respective executing agencies, after verifying and satisfying that the works in accordance with the provisions of RFB have been completed, will issue the Completion Certificate to the Bidder and a copy to the Procuring Authority.
- c. The Procuring Authority, after receiving the Completion Certificate issued by respective executing agencies that the works in accordance with the provisions of RFB have been completed, will issue the Authority Letter to the Successful Bidder for commencement of the operation of the Center.

## **24. MAINTENANCE OBLIGATIONS**

- a. The Successful Bidder shall take full responsibility for the maintenance and upholding of the permanent structures at the Project Site used by the Bidder during the Contract period.
- b. The Successful Bidder shall ensure that its maintenance obligations are performed in such a manner so as to permit the proper performance by **the State Government** in its operation of the Project Facility and so as not to affect the activities of the Project Facility users.

## **25. INTELLECTUAL PROPERTY**

All Intellectual Property jointly developed by **the State Government** and the Successful Bidder or developed by the Successful Bidder for the purposes of the performance, execution and implementation of the Works shall be the exclusive property of **the State Government**.

## **26. PROJECT FACILITY & ACCIDENT INSURANCE**

The Successful Bidder shall at its own cost and expense, purchase and maintain in force with reputable insurers, the Project Facility Insurances and Accident Insurance of manpower.

## **27. GENERAL**

- a. The Bidder must provide sufficient information regarding the nature and cost of the Works to enable all the relevant statutory obligations of **the State Government** that are dependent upon that information to be satisfied.
- b. The Bidder shall fully indemnify, save harmless and defend **the State Government** including its officers, servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to failure of the Bidder:
  - i. to comply with Applicable Laws and Applicable Clearances; and/or
  - ii. to make payments of taxes relating to the Bidder's representatives' income or other taxes required to be paid by the Bidder without reimbursement hereunder; and/or
  - iii. to pay amounts due as a result of materials or services furnished to the Bidder which are payable by the Bidder or any other person employed or engaged by the Bidder in connection with the Works.

## **28. OPERATIONS AND MAINTENANCE MANUALS**

- a. The Bidder must obtain for **the State Government** all relevant instruction manuals in respect of the operation and maintenance of the Works, any parts thereof and any special directions or recommendations from the relevant manufacturers of any Equipment and must itself provide written instructions where such are not available from such manufacturers.
- b. The Operation & Maintenance Manual must be followed.
  - i. so as to provide **the State Government** with such detail and information as may be necessary for use by **the State Government** in order to operate, maintain, dismantle, reassemble, adjust, upkeep and uphold all parts of the Works and the Works as a whole;
  - ii. based on a maintenance plan for each part of the Works that is consistent with and intended to ensure that, each part achieves any design life specified in respect thereof in the Contract;
  - iii. based on Good Industry Practice;
  - iv. in full consideration of the experience, level and technical background of **the State Government** personnel and the Bidder's training-related obligations under the Contract.
- c. The Bidder must update and revise the Operation & Maintenance Manuals as necessary and as may be required by **the State Government**.
- d. The Bidder warrants that adherence to the Operation & Maintenance Manual will facilitate and ensure the operation and maintenance of the Project Facility at the levels of capacity, safety, efficiency, reliability and maintainability required by the Contract.

## **29. TRAINING**

- a. The Successful Bidder shall provide comprehensive training in the operation and maintenance of the Works to Project Facility operation trainers, Project Facility operations' personnel and officials of MoRTH and respective State Government in accordance with the Training Plan mutually formalized between the Successful Bidder and **the State Government** in order to fulfill the objective of timely, efficient, economic and safe operation and maintenance of the Works and the Project Facility.
- b. Without limiting its obligations under the Contract, the Bidder shall adhere to the principles and procedures contained in the approved Training Plan, and any approved amendments or supplements thereto. The Bidder shall revise the Training Plan from time to time as directed by **the State Government** without the right to any additional payment.
- c. For the purposes of providing the training pursuant to this Clause, the Bidder shall allow access as necessary to the Project Site and the Works.

## **30. BIDDER'S COVENANTS: URGENT REPAIRS**

- a. If, by reason of any accident or failure or an emergency or other event occurring to, in or in connection with the Works or any part thereof during the period of the Contract, any repair shall, in the opinion of **the State Government**, be urgently necessary and the Bidder is unable or unwilling or not available at once to do such repair, **the State Government** may by its own or other workmen do such repair as **the State Government** may consider necessary.
- b. If the repair so done by **the State Government** is work which, in the opinion of **the State Government**, the Bidder was liable to do at its own expense under the Contract, all costs and charges properly incurred by **the State Government** in doing so, shall within [14 (fourteen)] days from the date of receipt of the claim be paid by the Bidder to **the State Government** or may without prejudice to any other method of recovery, be deducted by **the State Government** from any amount due or which may become due to the Bidder or may be recovered as a debt.

## **31. ILLEGAL GRATIFICATION**

- a. **Bribe, commission, gift or advantage:** Any bribe, commission, gift or advantage given or offered by the Bidder directly or through its partner, agent, officer or to any person / institution connected with **the State Government**, in relation to obtaining or the execution of this or any other Contract with **the State Government** shall in addition to any criminal liability which the Bidder may incur, subject the Bidder to termination of the Contract and all other Contracts with **the State Government**, and liability for payment of any loss or damage to **the State Government**, resulting from such termination. **the State Government** shall be entitled to deduct the amounts so payable from any money / moneys due to the Bidder alone, or jointly under the Contract or any other contract with **the State Government**. The Bidder shall not be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, suffered by the Bidder when the Contract is so terminated.

- b. **Monetary dealing of Bidder with employee of the State Government:** The Bidder shall not lend or borrow money from, or enter into any monetary dealings or transactions directly or indirectly, with any employee of the State Government, and if the Bidder does so, the State Government shall be entitled forth-with to terminate the Contract and all other Contracts with the State Government. The Bidder shall be liable to pay compensation for any loss or damage to the State Government resulting from such termination and the State Government shall be entitled to deduct the amounts so payable from the money(s) due to the Bidder.
- c. **Settlement of dispute as to commission of such offence:** If any question or dispute as to the commission of any such offence arises under Sub-clauses (bribe, commission, gift or advantage) and (monetary dealer of Bidder with employee of the State Government), the same shall be settled by the State Government, in such manner as the State Government shall consider fit and proper, and such decision shall be final and binding.

## 32. SUSPENSION OF WORKS

- a. The State Government reserves the right to suspend and re-instate the Execution of the whole or any part of the Works, without invalidating the provisions of the Contract.
- b. The order for suspension or re-instatement shall be issued by the State Government to the Bidder in writing vide a suspension order and the same shall be binding on the Bidder.
- c. The Bidder shall during any suspension, properly protect and secure the Works and the goods and Equipment and shall not remove any goods or Equipment from the Project Site without the prior consent of the State Government and the Bidder shall take all reasonable measures to minimize the costs and losses of the suspension to the State Government.
- d. The Bidder shall undertake any necessary action instructed by the State Government to remedy the circumstances that led to the suspension and the Bidder shall inform the the State Government immediately upon completing such action. Upon resumption of the Works, the Bidder shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension.

## 33. FORCE MAJEURE

- a. "Force Majeure" shall mean any event beyond the control of the State Government or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
  - i. War, hostilities, invasion, act of foreign enemy and civil war;
  - ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - iv. Earthquake, fire, flood or cyclone, or other natural disaster.

- b. As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out the date, nature, extent, proof and the damage cause by the Force Majeure event.

**c. MEETINGS WITH THE STATE GOVERNMENT**

As soon as reasonably practicable and in any case within [5 (five)] days of notification by the Affected Party in accordance with the preceding Clause, the Bidder shall along with **the State Government** and others, meet and hold discussions and where necessary conduct physical inspection and/or survey of the Works to assess the impact and formulate mitigation measures for the Force Majeure Event.

**d. PERFORMANCE OBLIGATIONS**

- i. If the Affected Party is rendered wholly or partially unable to perform any of its obligations under the Contract because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform provided that in case the Affected Party is the Bidder, the Bidder shall be entitled to an extension of time.
- ii. When the Affected Party is able to resume performance of its obligations under the Contract, it shall give to the other Party written notice to that effect forthwith and shall promptly resume performance of its obligations hereunder.
- iii. The Affected Party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with the Contract.

**e. LIABILITY FOR OTHER LOSSES, DAMAGES ETC.**

Save and except as expressly provided in this Clause, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

**34. DISPUTE RESOLUTION PROCEDURE**

**a. Arbitration**

- i. **The State Government** and the Successful Bidder shall make every effort to resolve amicably by direct negotiations any disagreement or dispute, arising between them under Contract.
- ii. If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be finally settled by binding arbitration under "The Arbitration and Conciliation Act, 1996", as amended time to time.
- iii. The Arbitrator shall be one man Arbitrator nominated by **the State Government** of .....
- iv. "The Arbitration and Conciliation Act 1996", the rules made thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

**b. Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act

**c. Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

**d. Legal Jurisdiction**

Any dispute arising out of the Contract shall be subject to the jurisdiction of Courts of Law located at ..... only.

**35. TERMINATION**

**a. Termination for Default**

The Procuring Authority may, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least 30 days sent to the Successful Bidder, terminate the contract in whole or in part: -

- i. If the Successful Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Procuring Authority; or
- ii. If the Successful Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the Successful Bidder is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the Successful Bidder commits breach of any condition of the Contract.
- v. **If Procuring Authority terminates the Contract due to Successful Bidder's fault, the amount of Performance Bank Guarantee may be forfeited.**

**b. Termination for Insolvency**

The Procuring Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the **Successful Bidder**, if the **Successful Bidder** becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the **Successful Bidder**, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to **the State Government**.

**c. Termination for Convenience**

The Procuring Authority, by a written notice of at least 30 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the convenience of **the State Government**, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

**36. FORFEITURE OF PERFORMANCE BANK GUARANTEE**

The Procuring Authority may forfeit Performance Bank Guarantee amount in full or part in the following cases:-

- a. When any of the terms and conditions of this RFB/Contract is breached by the Bidder;

- b. When the Bidder fails to implement the project satisfactorily.

## **37. MISCELLANEOUS**

### **a. Assignment and Charges**

- i. Subject to Clause neither Party shall assign the Contract or the rights, benefits nor obligations hereunder, save and except with prior consent of the other Party.
- ii. The Bidder shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Contract except with prior consent in writing of **the State Government**, which consent shall not be unreasonably withheld.

### **b. Governing Law and Jurisdiction**

Any dispute arising out of the Contract shall be subject to the jurisdiction of Courts of Law located at ..... only.

### **c. Waiver**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Contract:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. shall not affect the validity or enforceability of the Contract in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Contract

### **d. Survival**

Termination or expiry of the Contract:

- (i) shall not relieve the Bidder of any obligations already incurred hereunder which expressly or by implication survives termination hereof; and
- (ii) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

### **e. Amendments**

The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

### **f. Severability**

If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of

the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

**g. No Partnership**

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal basis.

**38. ENTIRE AGREEMENT**

The Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations, commitments, representations, communications and agreements relating to the Contract either oral or in writing except to the extent they are expressly incorporated herein. The Bidder confirms that it has not relied upon any representation inducing it to enter into the Contract (whether or not such representation has been incorporated as a term of the Contract) and agrees to waive any right which it might otherwise have to bring any action in respect of such representation. The Bidder further confirms that there is not in existence at the date of the Contract any collateral contract or warranty of which the Bidder is the beneficiary which might impose upon **the State Government** obligations which are in addition to or vary the obligations expressly contained in the Contract and which relate in any way to the subject matter of the Contract. The Bidder's only rights arising out of, or in connection with, any act, matter or thing said, written or done, or omitted to be said, written or done, by or on behalf of **the State Government** (or any agent, employee or Sub Bidder of **the State Government**) in negotiations leading up to the Contract or in the performance or purported performance of the Contract or otherwise in relation to the Contract are the rights to enforce the express obligations of **the State Government** contained in the Contract and to bring an action for breach thereof. Nothing in this Clause is intended to exclude liability of the Bidder for fraud or fraudulent misrepresentation.

**39. LIABILITY AND INDEMNITY**

- a. Each Party shall indemnify, defend and hold the other Party harmless against any and all proceedings, actions and third party claims arising out of a breach or omission or non-performance by a Party of any of its obligations under the Contract except to the extent that any such claim has arisen due to breach by **the State Government**, of any of its obligations under the Contract.
- b. In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under the Contract (the "Indemnified Party") it shall notify the other Party ("Indemnifying Party") within [7 (seven)] days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, provided that, such approval shall not be unreasonably withheld or delayed. In the event that the

Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

- c. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Clause, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or other proceedings, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

## 40. GENERAL

- a. **The State Government** reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion amend or supplement the RFB and/or the selection process or the dates or other terms and conditions relating thereto, suspend and/or cancel the selection process.
- b. **The State Government** reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with receipt of a Bid after the submission deadline and/or determination that Bidder will be enable to fulfill the requirements of the RFB based on the qualification criteria specified in the document.
- c. The decisions and/or the exercise of discretion by **the State Government** shall not be challenged by any Bidder and are final.
- d. Any failure by **the State Government** to exercise any rights hereunder, pursuant hereto and/or in connection herewith shall not be a waiver of those or any other rights unless expressly stated as such in writing by **the State Government**.
- e. The Bidders and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other

Bidder or any other entity in relation to the preparation or evaluation of Bids or otherwise in any aspect of the Works.

## Form (L) : Performa for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

**WHEREAS** - The Department of....., State Government of ....., (...address...) (hereinafter referred to as "**the State Government**" which expression shall unless repugnant to the context includes its legal representatives, successors and assigns), has issued a Letter of Award ... <No..... dated .....> and agreed to enter into a Contract as per RFB [insert reference number of the RFBs] dated [insert date of issue of RFBs]...and various other documents forming part thereof with [insert name and address of the Successful Bidder] .....(hereinafter referred to as the "**Successful Bidder**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works as specified and based on the terms & conditions set out in the aforementioned RFB.

**AND WHEREAS** as per the requirement of the RFB, the Successful Bidder shall have to submit to **the State Government** a Bank Guarantee from a Nationalized/Scheduled commercial bank of India having a **branch at** ..... for an amount of Rs. ..... (Rs .. in words ... only) [the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**"] against due and faithful performance of the Contract, including the performance bank guarantee obligation and other obligations of the Successful Bidder for the supplies made and the Works being performed and executed as per requirements and terms & conditions of the said RFB and the consequent Contract. This bank guarantee shall be valid from the date hereof up to **the period of one year from the date of expiry of the contract period**.

**AND WHEREAS** the Successful Bidder has approached [insert the name of the Nationalised or scheduled commercial bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address].....and at the request of the Successful Bidder and in consideration of the promises made by the Successful Bidder, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by **the State Government** without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Bidder merely on a demand in the form set out of this RFB from **the State Government** stating that the amount claimed is due to **the State Government** under the Contract. Any such demand made on the Bank by **the State Government** shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by **the State Government** in such Demand. The **State Government** shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to **the State Government** by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding Rupees "**Guaranteed Amount**".
- (iii) **The State Government** will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on **the State Government** as per the said RFB and the consequent Contract and to enforce or to forbear endorsing any powers or rights or by reasons

of time being given to the Successful Bidder which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of **the State Government** to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Bidder and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Bidder but shall in all respects and for all purposes be binding and operative until payment of all money due to **the State Government** in respect of such liability or liabilities is affected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the **Courts of .....** for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the said RFB and the consequent Contract.

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the completion of one year from the date of expiry of Contract period. Unless a Demand under this bank guarantee is filed against the Bank within six months from the date of expiry of this bank guarantee, all the rights of **the State Government** under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Successful Bidder's obligations against which this bank guarantee is given, are not completed or fully performed by the Successful Bidder within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Successful Bidder fulfils its obligations under the Contract.

I/We have the power to issue this bank guarantee in your favour under Memorandum and Articles of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]..... granted to him by the Bank.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

Bank Guarantee Number: ..... Date of Issue: .....

Signature of Authorized Signatory  
Name  
Designation

Date:

Corporate Seal of the Bank

**Important Instruction: The PBG is to be signed by official(s) duly authorized to sign on behalf of the Bank.**

## **Form (M): Letter of Award**

\_\_\_\_\_  
\_\_\_\_\_  
State Government of .....  
(.....address.....)

### **Letter of Award (LoA)**

**Letter No: ..... Dated: .....**

To,  
Name of the Successful Bidder  
Address .....

**Sub: Letter of Award to the Successful Bidder selected on the basis of the provisions of the RFB ... <ref number ..... dated .....>for operation of I&C Centers .**

Dear Sir,

In reference to the aforementioned RFB, this is to inform you that you have been selected as the Successful Bidder for operation of \_\_\_\_\_ I&C Centers on the basis of the provisions of the said RFB by the **the State Government of .....** vide letter number ..... dated .....

You are hereby informed and directed to submit the Performance Bank Guarantee (PBG) of Rs ..... (in words ..... ) only within 07 working days from the date of issue of this LoA as per relevant provisions of the said RFB.

You are also informed and directed to do all the needful for signing and execution of the Contract between you and **the State Government of .....** as per relevant provisions of the said RFB.

Failure to submit the PBG and fulfilling the requirements of signing and execution of the Contract as per requirement of the said RFB, shall attract penal actions in accordance with the relevant provisions of the said RFB.

Yours faithfully,

Name  
Designation  
Seal

## Form (N) Draft Contract

THIS CONTRACT is made and entered into on the .....day of.....<year>..... between the **the State Government** ..... (hereinafter referred to as "**Procuring Authority**", which expression shall include its head, administrators, executors and assignees), and whose office is located at (.....address.....), on the one part

And

M/s. ..... (hereinafter referred to as "**Successful Bidder**", which expression shall include its head, administrators, executors and assignees), having its Registered office at .....on the Other Part.

Whereas the Procuring Authority invited bids on e-tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) for operation of Inspection and Certification center (I&C) at (.....location....) under RFB No .....dated .....2022.

AND WHEREAS **the State Government of .....selected “”M/s ...<name of the Agency.....”** as the Successful Bidder pursuant to the bidding process and awarded the Letter of Award (LOA) vide letter no ..... Dated ..... to the Successful Bidder for operation of (Selected Gropu) I&C Center to execute the Works and operate the Center as per terms and conditions of the said RFB and for Contract period of .... years from the date of signing of this Contract plus **AMC beyond initial two years covered by warrantee of the supplier.**

AND WHEREAS the Successful Bidder has submitted in original the Performance Bank Guarantee of Rs ..... only by BG number ..... dated .....issued by the Bank ..... for the validity period from the date of issuance upto one year after the date of expiry of the Contract, as security deposit.

AND WHEREAS this agreement is being signed to consolidate at one place all documents governing and forming part of the contract.

Now it is hereby agreed to by and between both the parties as under:

1. The RFB number ..... dated ..... issued by the Procuring Authority along with its enclosures, annexure, schedules, addendum/ corrigendum, clarifications, issued from time to time during the Bid process, are deemed to be part of this Contract and are binding on both the parties executing this Contract.
2. The timelines for the implementation of works under Scope of Work of the said RFB shall be effective from the date of signing of this Contract and shall be completed by the Successful Bidder within the period as specified in the said RFB.
3. Any delay on the part of the Successful Bidder in making the Center operational beyond the time period specified in the said RFB, shall attract penalty as per the provisions of the said RFB.

4. If the Successful Bidder fails to commence the operation of the Center **even after 100 days from** the date of issuance of LOA, then the Procuring Authority may terminate the Contract and forfeit Performance Bank Guarantee deposited as security deposit.
5. Penalty in the case of stoppage of service in any test lane or otherwise, shall be deducted as per relevant provisions of the said RFB.
6. All disputes arising out of this Contract and all questions relating to the interpretation of this Contract shall be decided as per the procedure mentioned in the said RFB.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

<b>For and on behalf of Successful Bidder</b> <b>(M/s .....):</b>	<b>For and on behalf of the State Government of .....:</b>
Signed By: ..... (Authorized signatory) Name: Designation:	Signed By:  Name: ..... Designation: .....
<b>Witness:</b> 1 ..... Name Designation:	<b>Witness:</b> 1 ..... Name Designation
2 ..... Name Designation	2 ..... Name Designation

**Form (O): Form for Audit and Assessment Report of I&C Centre**  
**(During operations)**

<b>Audit Number and Assessment</b>		<b>Date of Audit and Assessment</b>			
<b>Auditing Agency and Auditor's Name</b>		<b>Auditor's Signature</b>			
<b>Station Name</b>		<b>Station Number</b>			
<b>Registration certificate Number</b>		<b>Operational Hours</b>			
<b>Address</b>		<b>Contact Number</b>			
<b>1. Registration certificate available?</b>		<b>Yes</b>		<b>No</b>	
<b>2. Test equipment completeness and calibration.</b>					
<b>Sl. No.</b>	<b>Equipment</b>	<b>Available and functional (Yes/No)</b>	<b>Calibration Frequency</b>	<b>Date of last calibration</b>	
a.	Roller brake tester				
b.	Axle Weight Measurement				
c.	Suspension tester				
d.	Side slip tester				
e.	Joint Play tester				
f.	Automatic Steering Gear Play Detector				
g.	Semi-Automatic Head light tester				
h.	Opacimeter				
i.	Exhaust gas analyzer				
j.	Speedometer Tester/ Speed Governor Tester				
k.	Sound level meter				

Remarks:

**2. Availability of suitable Manpower**

<b>Sl. No.</b>	<b>Designation</b>	<b>Number of Staff</b>	<b>Compliance with rules (Yes/ No)</b>	<b>Remarks</b>
a.	Centre Head/Manager			
b.	IT In charge/ System Analyst			
c.	Data Entry Operator			
d.	Driver (LMV/HMV)			
e.	Lane In charge / Supervisor			
f.	Lane Operator			
g.	Maintenance Technician			

**Remarks:**

**3. Sample check of vehicles to ensure compliance with testing process**

<b>Lane</b>	<b>Lane type (2- Wheeler/ 3- Wheeler / LCV / HCV)</b>	<b>Compliance (Yes/ No)</b>			<b>Notes</b>
		<b>Vehicle-1</b>	<b>Vehicle-2</b>	<b>Vehicle-3</b>	
Lane-1					
Lane-2					
Lane-3					
Lane-4					

**Remarks:**

**Note: Vehicle number and test report of the sample vehicles checked shall be attached.**

#### 4. Additional checks

Sl. No.	Check	Yes	No
a.	IT system as per prescribed specifications		
b.	Test result data masked and encrypted		
c.	CCTV cameras installed and functional		
d.	Test data kept in secure facility and uploaded on VAHAN		
e.	Lane screens do not display any test results		
f.	Infrastructure facilities as per guidelines		
g.	Appointment booking only through electronic portal		
h.	Fire safety clearance		
i.	Adequate provision for parking and security of the vehicles		
<b>Observed non-compliance:</b>			
<b>Corrective action to be taken:</b>			

**Form-P**

**Letter of Undertaking**

[On the letterhead of the Bidder]

**(To be scanned and uploaded)**

**Date:**

**To**

**To:**

(Name & Designation)

Department of .....

State Government of .....

(...address....)

**Ref: RFB No ..... dated: .....**

I/We acknowledge that the documents for RFB No..... dated ..... are confidential and I/we hereby undertake as follows:

1. I/We shall maintain the confidentiality of Confidential Information and protect confidential information of third parties delivered to us in good faith for this project by **the Department of....., State Government of .....**
2. I/We shall not at any time whatsoever:
  - (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from the **State Government** to any third party.
  - (ii) reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
3. In case my/ our bid is not accepted, I/we shall:
  - (i) return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
  - (ii) destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
4. I/We shall certify to **the State Government** that I/we have returned or destroyed such Confidential Information to **the State Government** within two (2) days of non-acceptance of my/our Bid.

**Signature of Authorised Signatory**

**Name**

**Designation**

**Seal**

Form - Q  
**Letter of Undertaking**  
[On the letterhead of the Bidder]  
**(To be scanned and uploaded)**

**Date:**

**To**

**To:**

(Name & Designation)

Department of .....

State Government of .....

(...address....)

**Ref: RFB No ..... dated: .....**

I/We acknowledge that the documents for RFB No..... dated ..... are confidential and I/we hereby undertake as follows:

1. I/We have referred to the manpower requirements laid under Section 7 of this RFB in all respects and hereby undertake to depute compliant and trained manpower at all times during the tenure of this contract.
2. I/we undertake to ensure that the manpower as mentioned in this RFB is deputed and is adept to perform the scope of work as per the requirements of this RFB.
3. I/we undertake to indemnify and hold the Client harmless from any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to the deputation of manpower, including any claims brought by the manpower or any third parties.
4. I/we undertake to fulfil all legal obligations, including but not limited to compliance with labor laws, employment regulations, and tax requirements, related to the manpower provided. I/we will be solely responsible for obtaining any necessary permits or licenses required for the deputation of manpower.
5. I/we undertake to comply with the provisions of the Minimum Wage Act and no manpower would be paid below the prevailing minimum wages of the respective State at any point of time during the period of contract.
6. In the event that any deputed manpower is unavailable for more than two (2) consecutive working days, I/we undertake to promptly provide a suitable replacement to ensure uninterrupted provision of services. The replacement manpower shall meet the minimum qualifications and specifications outlined in the RFP.
7. I/we undertake to maintain accurate and up-to-date records of all deputed manpower, including their qualifications, work hours, and contact information. These records shall be made available to the Client upon request.
8. I/we undertake that In the event of any breach of this Undertaking by us, the Client reserves the right to take appropriate actions, including but not limited to withholding payments, terminating the contract, and seeking legal remedies.

**Signature of Authorised Signatory**

Name

Designation

Seal

Form – Q1  
**Letter of Undertaking**  
[On the letterhead of the Bidder]  
**(To be scanned and uploaded)**

**Date:**

To:

(Name & Designation)  
Department of .....

State Government of .....

(...address....)

**Ref: RFB No ..... dated: .....**

I/We acknowledge that the documents for RFB No..... dated ..... are confidential and I/we hereby furnish the tentative details of remuneration of the proposed staff to be deployed at the I&C Centre as follows:

Name of the State / I&C centre :

<b>Sl. No.</b>	<b>Designation</b>	<b>Minimum wages prescribed by the State</b>	<b>Number of Staff</b>	<b>Proposed remuneration per person</b>	<b>Total</b>
	Total				

**Signature of Authorised Signatory**  
Name  
Designation  
Seal

## Form- R

### Letter of Undertaking

[On the letterhead of the Sole Bidder/Lead Bidder in case of Consortium]

**(To be scanned and uploaded)**

**Date:**

This Undertaking ("Undertaking") is entered into between [Parent Agency's Name], a Agency organized and existing under the laws of [Country], with its registered office at [Address], hereinafter referred to as the "Parent Agency," and [Indian Subsidiary's Name], a Agency organized and existing under the laws of [India], with its registered office at [Address], hereinafter referred to as the "Indian Subsidiary."

WHEREAS, the Indian Subsidiary is engaged in the business of vehicle inspection and certification centers in India.

WHEREAS, the Parent Agency has significant experience and expertise in the operations and maintenance of vehicle inspection and certification centers.

WHEREAS, the Parent Agency is willing to provide support, assistance, and expertise to the Indian Subsidiary to enhance its capabilities and operations in this field as part of the bid submitted to **the State Government** vide RFB No. \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree to cooperate, if awarded the contract by the State Government, as follows:

- Expertise Transfer:** The Parent Agency undertakes to provide the Indian Subsidiary with the necessary guidance, support, and expertise to establish, operate, and maintain vehicle inspection and certification centers in India. This includes sharing best practices, operational procedures, technological insights, and industry knowledge.
- Technical Assistance:** The Parent Agency shall assist the Indian Subsidiary in designing, implementing, and maintaining effective vehicle inspection and certification processes that align with international standards and industry norms.
- Training and Development:** The Parent Agency shall facilitate the training and development of key personnel from the Indian Subsidiary by conducting workshops, seminars, and training sessions, either at the Parent Agency's facilities or through remote means, as deemed suitable.

4. **Knowledge Sharing:** The Parent Agency shall share relevant documentation, manuals, procedures, and technical specifications with the Indian Subsidiary to ensure a comprehensive understanding of the business and operational requirements.
5. **Continuous Support:** The Parent Agency shall provide ongoing consultation and assistance to address challenges, optimize operations, and implement improvements in the Indian Subsidiary's vehicle inspection and certification centers.
6. **Confidentiality:** The Indian Subsidiary acknowledges that certain information shared by the Parent Agency may be proprietary and confidential. The Indian Subsidiary agrees to treat such information with the utmost confidentiality and not disclose it to third parties without the prior written consent of the Parent Agency. We understand and undertake that Both Parent & Subsidiary Agency shall be bound by the Confidentiality obligations of this RFB.
7. **Duration:** This Undertaking shall remain in effect for a period of [Number of Years] years from the date of execution, unless otherwise mutually extended by the parties in writing.
8. **Governing Law and Jurisdiction:** This Undertaking shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Undertaking shall be subject to the exclusive jurisdiction of the **courts of .....**

IN WITNESS WHEREOF, the parties hereto have executed this Undertaking as of the date first above written.

[Parent Agency's Name]

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Indian Subsidiary's Name]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seal**